

# City of Plainwell



Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, Council Member

Department of Administration Services  
211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821 Fax: 269-685-7282  
Web Page Address: [www.plainwell.org](http://www.plainwell.org)

“The Island City”

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## AGENDA

### Plainwell City Council

### Monday, July 22, 2019

### 7:00PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary – 07/08/2019 Regular Meeting**
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
  - A. **Site Plan Review – Ransom District Library**  
Council will consider approving the site plan for the Ransom District Library at 180 Sherwood Ave.
  - B. **Confirm Mayoral Appointment to DDA/TIFA/BRA Board**  
Council will consider confirming the Mayor's appointment of David O'Bryant to complete Tracee Dunlop's term on the DDA/TIFA/BRA Board.
  - C. **Resolution 19-18 – Section 125 Plan Document Amendment**  
Council will consider changes to the plan document for employee benefits.
  - D. **DPW – Overhaul Well #4**  
Council will consider approving a project to overhaul Well 4 with Peerless Midwest at a cost not to exceed \$25,000.00, and to amend the budget accordingly.
  - E. **City Hall Firewall Replacement**  
Council will consider approving upgrades to the City Hall Firewall with CDW-G through Clark Technical Services at a cost of \$10,051.25, and to amend the budget accordingly.
11. **Communications:** The June 2019 Public Safety Report, the DRAFT DDA/TIFA/BRA Board Minutes from July 9, 2019 and the DRAFT Planning Commission Minutes from July 17, 2019
12. **Accounts Payable - \$156,424.58**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Note: All public comment limited to two minutes, when recognized please rise and give your name and address

The Island City  
*The City of Plainwell is an equal opportunity provider and employer*

**MINUTES**  
**Plainwell City Council**  
**July 8, 2019**

1. Mayor Pro Tem Steele called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Steve Smail from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Pro Tem Steele, Councilmember Keeler, Councilmember Overhuel and Councilmember Keeney. Absent: Mayor Brooks.  
**A motion by Keeney, seconded by Overhuel, to excuse Mayor Brooks with prior notification. On a voice vote, all in favor. Motion passed.**
5. Approval of Minutes/Summary:  
**A motion by Overhuel, seconded by Keeney, to accept and place on file the Council Minutes and Summary of the 06/24/2019 regular meeting. On voice vote, all voted in favor. Motion passed.**
6. Public Comment: None
7. County Commissioner Report: None
8. Agenda Amendments: None
9. Mayor's Report: None
10. Recommendations and Reports:
  - A. Superintendent Nieuwenhuis reported having completed the first year with a new street sweeping company. The Department received compliments from citizens and worked well with the vendor. Upon negotiation, the vendor has offered to keep pricing the same for a three-year contract period.  
**A motion by Keeler, seconded by Keeney, to approve a three-year contract with Walters Sweeping for up to four (4) street sweepings per year at an annual cost not to exceed \$18,300.00. On a roll-call vote, all voted in favor. Motion passed.**
  - B. Superintendent Nieuwenhuis reported ongoing treatments for emerald ash borers city-wide. The vendor has offered to continue treatment next spring at similar pricing. City Manager Wilson noted that the cost of treatment is less than the cost of removal of the trees.  
**A motion by Keeler, seconded by Keeney, to approve a project with Honeytree Nursery for Spring 2020 Emerald Ash Borer Treatment at a cost of \$3,600.00. On a roll-call vote, all voted in favor. Motion passed.**
  - C. City Manager Wilson presented a request from DC Strong to host a benefit fundraiser at City Hall Council Chambers in September and sought input from Council about whether this was acceptable policy.  
**A motion by Keeler, seconded by Overhuel, to allow rental of Council Chambers to DC Strong for a benefit fundraiser on September 28, 2019. On a voice vote, all voted in favor. Motion passed.**

11. Communications:

**A. A motion by Keeney, seconded by Overhuel, to accept and place on file the June 2019 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.**

12. Accounts Payable:

**A motion by Keeler, seconded by Keeney, that the bills be allowed and orders drawn in the amount of \$171,004.34 for payment of same. On a roll-call vote, all in favor. Motion passed.**

13. Public Comments: None

14. Staff Comments:

Community Development Manager Siegel reported the building at 118 East Bridge has sold and that exciting news will be forthcoming.

Superintendent Nieuwenhuis reported the milling on Sherwood Avenue would start Tuesday July 9.

Director Bomar reported a possible porch theft investigation.

Clerk/Treasurer Kelley reported 2019 Summer Property Tax Statements were mailed on Friday June 28 and will be due on Thursday August 15, 2019, and that he is working on year-end.

15. Council Comments:

None.

16. Adjournment:

**A motion by Keeler, seconded by Overhuel, to adjourn the meeting at 7:18 PM. On voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
Submitted by,  
Brian Kelley  
City Clerk/Treasurer

**SUMMARY**  
**Plainwell City Council**  
**July 8, 2019**

1. Mayor Pro Tem Steele called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Steve Smail from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Steele, Keeler, Overhuel and Keeney. Absent (excused): Brooks.
5. Approved Minutes/Summary of the 06/24/2019 regular meeting.
6. Approved a three-year contact with Walters Sweeping for up to four (4) street sweepings per year at an annual cost not to exceed \$18,300.00
7. Approved the Spring 2020 Emerald Ash Borer treatment with Honeytree Nursery at a cost of \$3,600.00.
8. Approved the rental of Council Chambers to DC Strong for a September 28, 2019 fundraising event benefitting pediatric cancer research.
9. Accepted and placed on file the June 2019 Investment and Fund Balance Reports.
10. Approved Accounts Payable for \$171,004.34.
11. Adjourned the meeting at 7:18 pm.

Submitted by,  
Brian Kelley  
City Clerk/Treasurer



## Preliminary Site Plan Checklist

City of Plainwell Administration Department  
 211 N. Main St. Plainwell, MI 49080  
 269-685-6821  
 Plainwell.org

Project Name: **Ransom District Library**  
 Parcel Number: **55-160-087-20**  
 Current Zoning District: **CS**

Item	Requirement	Shown	NO – N/A
1.	Provide name, address and phone number of applicant	X	
2.	Provide name, address, phone number and sealed with signatures of Michigan licensed architect, engineer, designer, landscape architect or planner who prepared the plan. Plan should be stamped "Preliminary or titled Preliminary Site Plan"	X	
3.	Has <b>the Zoning Permit</b> has been completed?	X	
4.	Include the north arrow, legend, graphic and written scale on all sheets	X	
5.	Include the land description	X	
6.	Include the zoning of the site and adjacent parcels		
7.	Include the gross land area		
8.	Include scale	X	
9.	Include Structure location(s) Dimensions of lot and property lines- Location of all structures on subject and abutting properties- Location of each proposed structure, w/use(s), w/number of stories, gross building area Distances between structures and lot lines, setback lines	x	
10.	Include Occupancy type and Fire exits	x	
11.	<b>Parking and Paving</b> Proper number of parking spots/handicap? Location of loading docks/zone? Adequate loading space? Asphalt or gravel requirement met?	X	
12.	<b>Landscaping</b> Location and volume meets requirement for zoning district	X	
13.	<b>Lighting</b> Exterior lighting kept substantially on property?	X	
14.	<b>Traffic Flow (vehicular and pedestrian)</b> Driveway permit needed? Does traffic circulation provide safe vehicular and pedestrian flow Public safety vehicle access? <b>Yes</b> Fire lanes needed? <b>Yes</b>	X X	
15.	<b>Storm Water Retention</b> Location of proposed storm collection area shown? Is it an adequate size?		
16.	<b>Dumpster</b> Location and screening met for zoning district	X	

Item	Requirement	Shown	No- N/A
17.	<b>Water and Sewer Lines (hookups)</b> Will permits be needed? Size and location of water connections/meter(s) ? Is a backflow preventer required? Size and location of sewer connections? Hydrant location <b>Yes (2)</b>		
18.	Noise, Odor, Particulate, Vibration, Combustible or Hazardous Material Concerns		X
19	<b>Signage Plan</b> Describe plan and show signage plan <b>(no signage plan shown)</b>		
20	<b>Outside Storage</b> Will outside storage be required? Proper screen age and distances met?		
21.	Is Minimum/Maximum Lot Width Requirement Met	X	
22.	Is Minimum/Maximum Lot Area Requirement Met	X	
23.	Is Minimum/Maximum Height Requirement Met	X	
24	Are the Setback Requirements met for the zoning district Front - 30 Back - 25 Side - 20	X	
25	<b>Is this a phase Construction? If so</b> Description of each phase:		X
26.	<b>Fire Suppression Considerations (if applicable)</b> Is sprinkler needed or recommended <b>No details provided</b> Fire Pump needed ( 3 stories or more) <b>There will be sprinklers throughout the building. DS 7/17/19</b>	X	
27.	<b>Is this project in a wellhead Protection/Flood Hazard District?</b>		X
28.	<b>Include a brief description of the project</b> Ransom District Library build and demolition		

**Reviewed by:**

Community Development Manager

Denise Siegel 6/21/19

Public Works Superintendent

Robert Nieuwenhuis 6/24/19

Director of Public Safety

**Bill Bomar** 6/24/19

City Manger

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**Internal Use Only**

**Site Plan Checklist**

Date: 6/19/19

Project Name: Ransom District Library

Site Address: 180 Sherwood Ave.

Telephone number:

Permit #: 2019-16

Contact Person:

Parcel #:

Email Address:

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Approval Date: 7/17/19 Planning Commission

Approval Date: \_\_\_\_\_ City Commission

1. Minutes sent to applicant

2. Conditions of approval none

A. Soil Erosion and Sedimentation control Permit required from Allegan County Water Resources Commissioner

B. Take care of any Fire Department Concerns

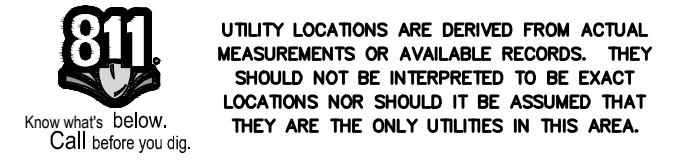
C. Provide a CAD compatible plan

3. Sign Plan Signed by City and Applicant

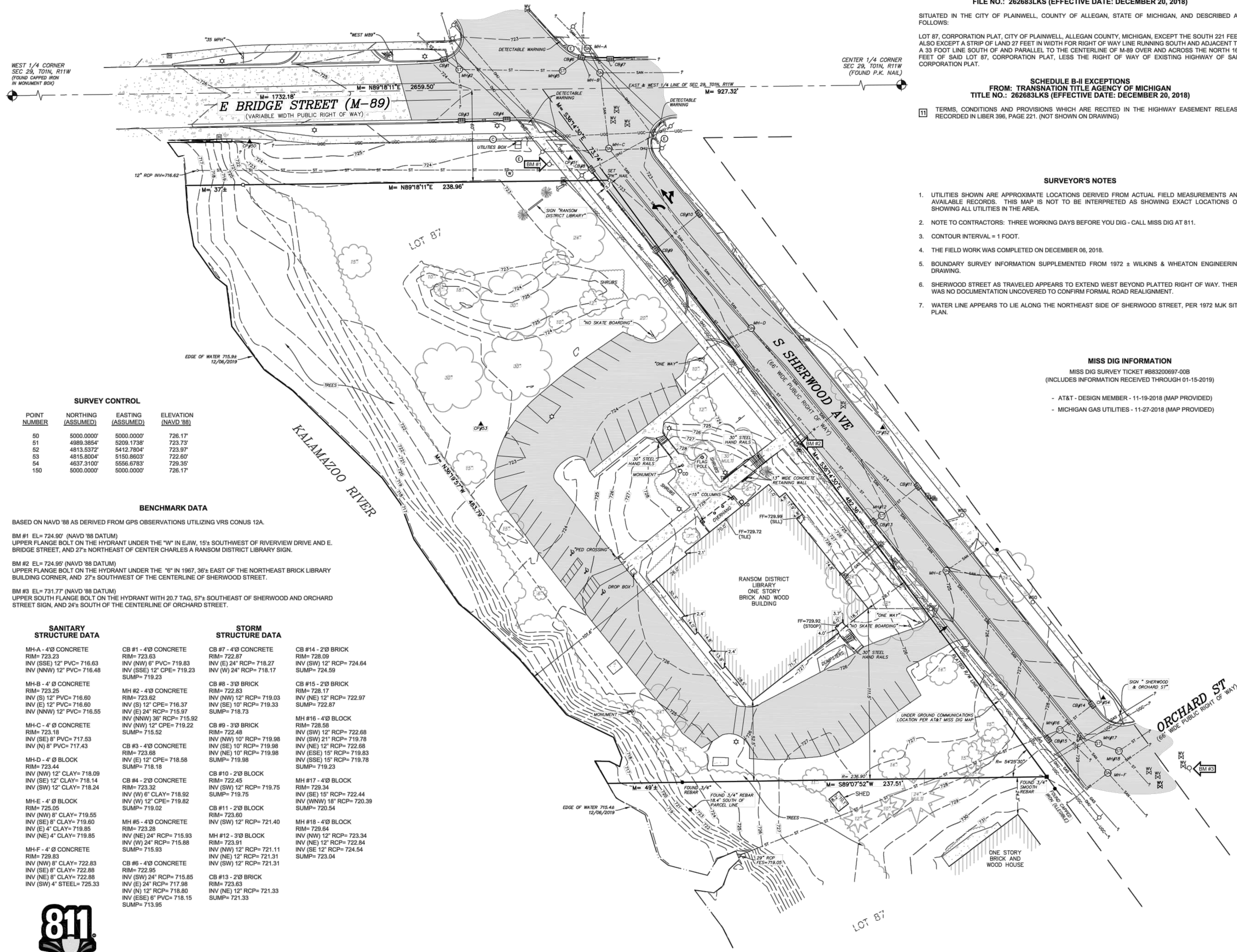
4. Sealed Site Plans sent to PCI: Date \_\_\_\_\_

5. Site Plan complete: Date \_\_\_\_\_

6. Easements Required Private Public Date to City Commission \_\_\_\_\_



**TOPOGRAPHIC / BOUNDARY SURVEY**



**SURVEY CONTROL**

POINT NUMBER	NORTHING (ASSUMED)	EASTING (ASSUMED)	ELEVATION (NAVD 88)
50	5000.0000'	5000.0000'	726.17'
51	4989.3854'	5209.1738'	723.73'
52	4813.5372'	5412.7804'	723.97'
53	4815.8004'	5150.8603'	722.50'
54	4637.3100'	5556.6763'	729.35'
150	5000.0000'	5000.0000'	726.17'

**BENCHMARK DATA**  
 BASED ON NAVD '88 AS DERIVED FROM GPS OBSERVATIONS UTILIZING VRS CONUS 12A.  
 BM #1 EL= 724.90' (NAVD '88 DATUM)  
 UPPER FLANGE BOLT ON THE HYDRANT UNDER THE "W" IN E.I.W., 15' SOUTHWEST OF RIVERVIEW DRIVE AND E. BRIDGE STREET, AND 27' NORTHEAST OF CENTER CHARLES A RANSOM DISTRICT LIBRARY SIGN.  
 BM #2 EL= 724.98' (NAVD '88 DATUM)  
 UPPER FLANGE BOLT ON THE HYDRANT UNDER THE "P" IN 1967, 36' EAST OF THE NORTHEAST BRICK LIBRARY BUILDING CORNER, AND 27' SOUTHWEST OF THE CENTERLINE OF SHERWOOD STREET.  
 BM #3 EL= 731.77' (NAVD '88 DATUM)  
 UPPER SOUTH FLANGE BOLT ON THE HYDRANT WITH 20.7 TAG, 57' SOUTHEAST OF SHERWOOD AND ORCHARD STREET SIGN, AND 24' SOUTH OF THE CENTERLINE OF ORCHARD STREET.

**SANITARY STRUCTURE DATA**

MH-A - 4'Ø CONCRETE RIM= 723.23 INV (SSE) 12" PVC= 716.63 INV (NNW) 12" PVC= 716.48	MH-B - 4' Ø CONCRETE RIM= 723.25 INV (S) 12" PVC= 716.60 INV (E) 12" PVC= 716.60 INV (NNW) 12" PVC= 716.55	MH-C - 4' Ø CONCRETE RIM= 723.18 INV (SE) 8" PVC= 717.83 INV (N) 8" PVC= 717.43	MH-D - 4' Ø BLOCK RIM= 723.44 INV (NW) 12" CLAY= 718.09 INV (SE) 12" CLAY= 718.14 INV (SW) 12" CLAY= 718.24	MH-E - 4' Ø BLOCK RIM= 725.05 INV (NW) 8" CLAY= 719.55 INV (SE) 8" CLAY= 719.60 INV (E) 4" CLAY= 719.85 INV (NE) 4" CLAY= 719.85	MH-F - 4' Ø CONCRETE RIM= 729.83 INV (NW) 8" CLAY= 723.83 INV (SE) 8" CLAY= 722.88 INV (NE) 8" CLAY= 722.88 INV (SW) 4" STEEL= 725.33
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**STORM STRUCTURE DATA**

CB #1 - 4'Ø CONCRETE RIM= 723.63 INV (NW) 6" PVC= 719.83 INV (SSE) 12" CPE= 719.23 SUMP= 719.23	CB #2 - 4'Ø CONCRETE RIM= 723.62 INV (S) 12" CPE= 716.37 INV (E) 24" RCP= 715.97 INV (NNW) 36" RCP= 715.92 SUMP= 715.52	CB #3 - 4'Ø CONCRETE RIM= 723.88 INV (E) 12" CPE= 718.58 SUMP= 718.18	CB #4 - 2'Ø CONCRETE RIM= 723.32 INV (W) 8" CLAY= 718.92 INV (W) 12" CPE= 719.82 SUMP= 719.02	CB #5 - 4'Ø CONCRETE RIM= 723.28 INV (NE) 24" RCP= 715.93 INV (W) 24" RCP= 715.88 SUMP= 715.93	CB #6 - 4'Ø CONCRETE RIM= 722.95 INV (SW) 24" RCP= 715.85 INV (E) 24" RCP= 717.98 INV (N) 12" RCP= 716.80 INV (ESE) 8" PVC= 718.15 SUMP= 713.95
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**STORM STRUCTURE DATA**

CB #7 - 4'Ø CONCRETE RIM= 722.87 INV (E) 24" RCP= 718.27 INV (W) 24" RCP= 718.17 SUMP= 719.23	CB #8 - 3'Ø BRICK RIM= 722.83 INV (NW) 12" RCP= 719.03 INV (SE) 10" RCP= 719.33 SUMP= 718.73	CB #9 - 3'Ø BRICK RIM= 722.48 INV (NW) 10" RCP= 719.98 INV (SE) 10" RCP= 719.98 INV (NE) 10" RCP= 719.98 SUMP= 719.98	CB #10 - 2'Ø BLOCK RIM= 722.45 INV (SW) 12" RCP= 719.75 SUMP= 719.75	CB #11 - 2'Ø BLOCK RIM= 723.80 INV (SW) 12" RCP= 721.40 SUMP= 721.40	CB #12 - 3'Ø BLOCK RIM= 723.83 INV (NE) 24" RCP= 721.11 INV (NE) 12" RCP= 721.31 INV (SW) 12" RCP= 721.31 SUMP= 721.33
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**STORM STRUCTURE DATA**

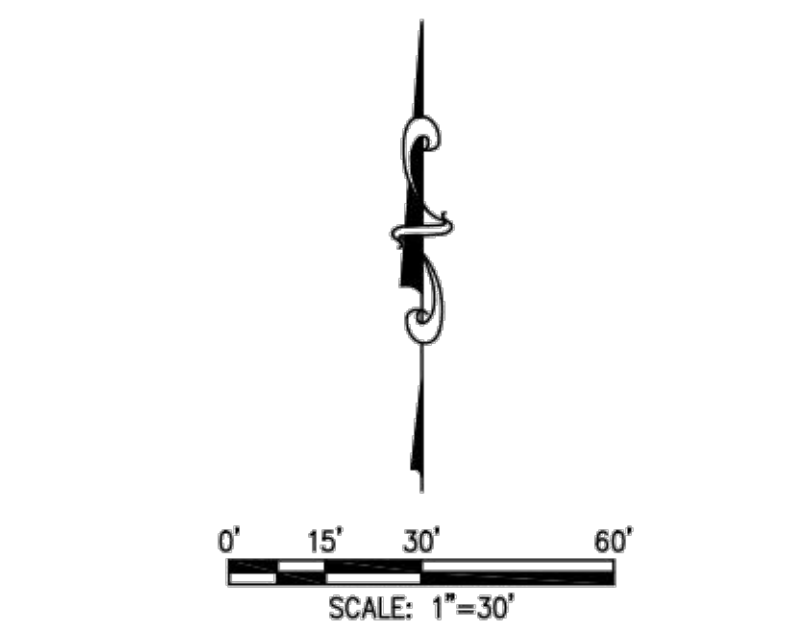
CB #14 - 2'Ø BRICK RIM= 728.08 INV (SW) 12" RCP= 724.64 SUMP= 724.59	CB #15 - 2'Ø BRICK RIM= 728.17 INV (NE) 12" RCP= 722.97 SUMP= 722.87	MH #16 - 4'Ø BLOCK RIM= 728.59 INV (SW) 12" RCP= 722.68 INV (SW) 21" RCP= 719.78 INV (NE) 12" RCP= 722.68 INV (ESE) 15" RCP= 719.83 INV (SSE) 15" RCP= 719.78 SUMP= 718.23	MH #17 - 4'Ø BLOCK RIM= 728.34 INV (SE) 15" RCP= 722.44 INV (NNW) 18" RCP= 720.39 SUMP= 720.54	MH #18 - 4'Ø BLOCK RIM= 728.64 INV (NW) 12" RCP= 723.34 INV (NE) 12" RCP= 722.84 INV (SE) 12" RCP= 724.54 SUMP= 723.04
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**SCHEDULE "A" LEGAL DESCRIPTION**  
 FROM: TRANSMISSION TITLE AGENCY OF MICHIGAN  
 FILE NO.: 262683LKS (EFFECTIVE DATE: DECEMBER 20, 2018)  
 SITUATED IN THE CITY OF PLAINWELL, COUNTY OF ALLEGAN, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:  
 LOT #7, CORPORATION PLAT, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN, EXCEPT THE SOUTH 221 FEET ALSO EXCEPT A STRIP OF LAND 27 FEET IN WIDTH FOR RIGHT OF WAY LINE RUNNING SOUTH AND ADJACENT TO A 33 FOOT LINE SOUTH OF AND PARALLEL TO THE CENTERLINE OF M-89 OVER AND ACROSS THE NORTH 185 FEET OF SAID LOT #7, CORPORATION PLAT, LESS THE RIGHT OF WAY OF EXISTING HIGHWAY OF SAID CORPORATION PLAT.

**SCHEDULE B-II EXCEPTIONS**  
 FROM: TRANSMISSION TITLE AGENCY OF MICHIGAN  
 TITLE NO.: 262683LKS (EFFECTIVE DATE: DECEMBER 20, 2018)  
 [1] TERMS, CONDITIONS AND PROVISIONS WHICH ARE RECITED IN THE HIGHWAY EASEMENT RELEASE RECORDED IN LIBER 386, PAGE 221. (NOT SHOWN ON DRAWING)

- SURVEYOR'S NOTES**
- UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL FIELD MEASUREMENTS AND AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
  - NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG - CALL MISS DIG AT 811.
  - CONTOUR INTERVAL = 1 FOOT.
  - THE FIELD WORK WAS COMPLETED ON DECEMBER 06, 2018.
  - BOUNDARY SURVEY INFORMATION SUPPLEMENTED FROM 1972 ± WILKINS & WHEATON ENGINEERING DRAWING.
  - SHERWOOD STREET AS TRAVELED APPEARS TO EXTEND WEST BEYOND PLATTED RIGHT OF WAY. THERE WAS NO DOCUMENTATION UNCOVERED TO CONFIRM FORMAL ROAD REALIGNMENT.
  - WATER LINE APPEARS TO LIE ALONG THE NORTHEAST SIDE OF SHERWOOD STREET, PER 1972 MJK SITE PLAN.

**MISS DIG INFORMATION**  
 MISS DIG SURVEY TICKET #B85200697-008  
 (INCLUDES INFORMATION RECEIVED THROUGH 01-15-2019)  
 - AT&T - DESIGN MEMBER - 11-19-2018 (MAP PROVIDED)  
 - MICHIGAN GAS UTILITIES - 11-27-2018 (MAP PROVIDED)



**LEGEND**

BENCHMARK	EXISTING
SET CONCRETE MONUMENT	FOUND IRON
MONUMENT FOUND	SET CHISELED "X"
SET CAPPED REBAR #47948	FOUND CHISELED "X"
CONTROL POINT	CONTROL POINT
PLATTED	DESORBED
MEASURED	RECORD
STORM SEWER MANHOLE	SANITARY SEWER MANHOLE
CATCH BASIN	CLEANOUT
FIRE HYDRANT	VALVE (WATER & GAS)
GAS METER	UTILITY RISERS
UTILITY POLE	UTILITY POLE
LIGHT POLE	GUY ANCHOR
HAND HOLE (ELECTRIC)	ELECTRIC METER
SOBI	UNDERGROUND COMMUNICATIONS LINE MARKER
UNDERGROUND ELECTRIC LINE MARKER	UNDERGROUND GAS LINE MARKER
OVERHEAD UTILITIES	UNDERGROUND ELECTRIC COMMUNICATIONS
TELEPHONE	FIBER OPTIC
GAS LINE	EXISTING WATER LINE
EXISTING WATER LINE	EXISTING STORM SEWER
EXISTING SANITARY SEWER	BTUMINOUS SURFACE
CONCRETE SURFACE	GRAVEL SURFACE
ORNAMENTAL BUSH	CONIFEROUS TREE
DECIDUOUS TREE	

**DRIESENGE & ASSOCIATES, INC.**  
 Engineering - Surveying - Testing  
 www.driesenga.com  
 Kalamazoo, MI - 269-544-1455  
 Holland, MI - 616-398-0225  
 Grand Rapids, MI - 616-249-3800

**REVISIONS**

NO.	DESCRIPTION
1	

**RANSOM DISTRICT LIBRARY**  
 CITY OF PLAINWELL, ALLEGAN CO.  
 SEC. 29, T01N, R11W  
 RANSOM DISTRICT LIBRARY  
 160 S. SHERWOOD AVE  
 PLAINWELL, MICHIGAN 49080  
**TOPOGRAPHIC / BOUNDARY SURVEY**

Designed By: \_\_\_\_\_  
 Drawn By: MJD  
 Checked By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Plot: \_\_\_\_\_  
 Scale: 1"=30'  
 Date: 01-15-2019  
 Job No.: 1850825.5A  
 Sheet No.: **V-101**  
 1 of 1



THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

File Name: N:\Kalamazoo\Projects\2018\180825-100-1.dwg Plot Scale: 1/2"=30' 5:20:38 PM



PROJECT TITLE  
**NEW RANSOM DISTRICT LIBRARY**

OWNER  
**RANSOM DISTRICT LIBRARY**

Plainwell, Michigan

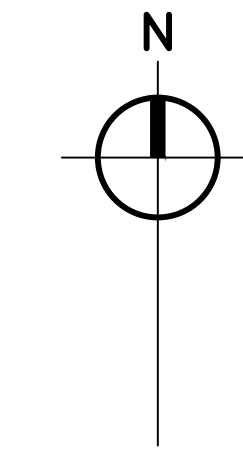
SHEET TITLE  
**EXISTING CONDITIONS**

DATE  
**APRIL 23, 2019**  
 SHEET NUMBER  
**C 110**  
 17-205.00





UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



SCALE: 1" = 30'  
(CONTOURS AT ONE FOOT INTERVALS)

**LEGEND EXISTING**

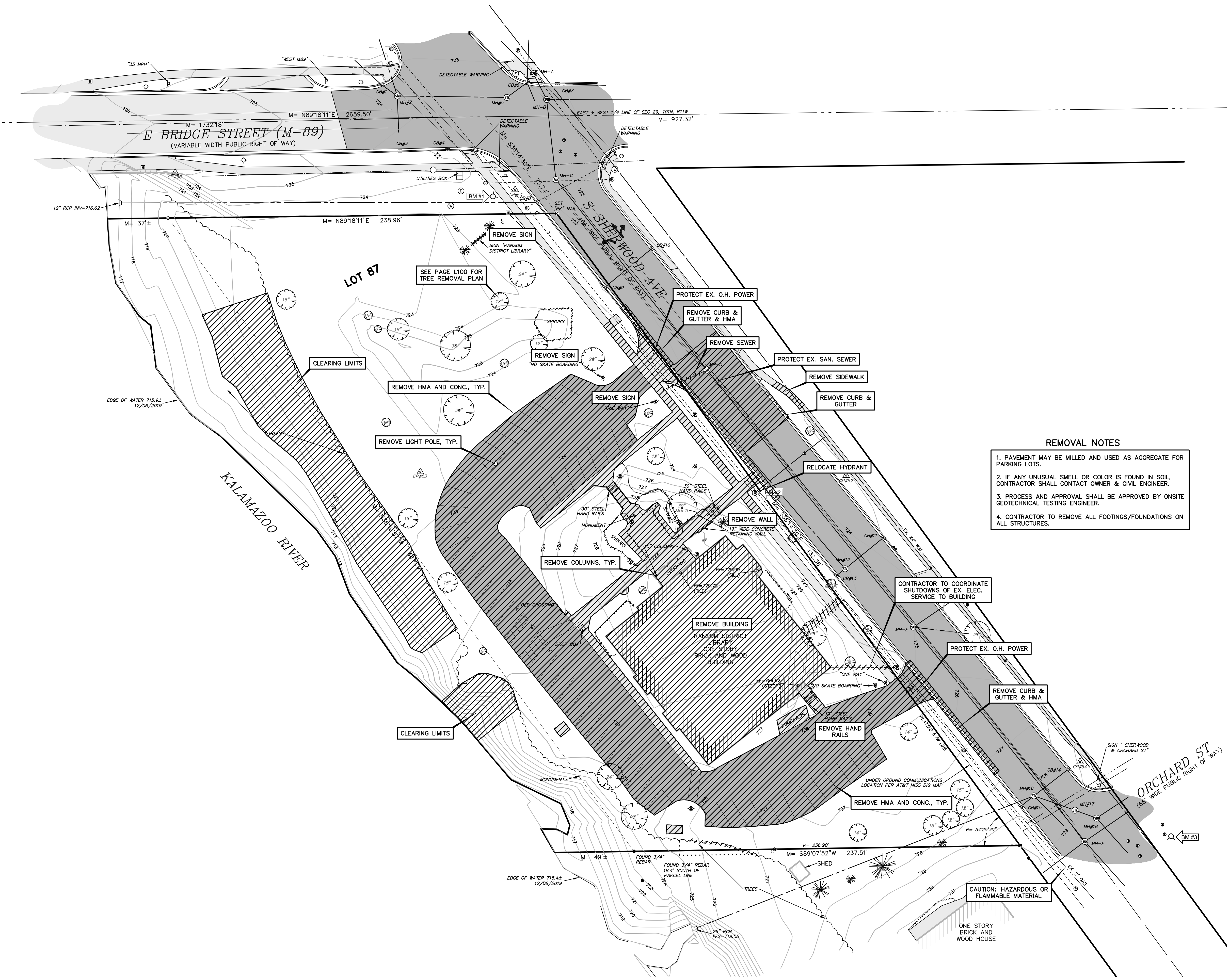
	= UG TELEPHONE
	= UG GAS
	= UG SANITARY
	= UG STORM
	= UG WATER
	= FENCE
	= TREE LINE
	= MAJOR CONTOUR
	= ASPHALT
	= CONCRETE
	= GRAVEL
	= WETLAND

**LEGEND REMOVALS**

	= REMOVALS
	= REMOVALS

**REMOVAL NOTES**

1. PAVEMENT MAY BE MILLED AND USED AS AGGREGATE FOR PARKING LOTS.
2. IF ANY UNUSUAL SMELL OR COLOR IS FOUND IN SOIL, CONTRACTOR SHALL CONTACT OWNER & CIVIL ENGINEER.
3. PROCESS AND APPROVAL SHALL BE APPROVED BY ONSITE GEOTECHNICAL TESTING ENGINEER.
4. CONTRACTOR TO REMOVE ALL FOOTINGS/FOUNDATIONS ON ALL STRUCTURES.



APPLICANT/OWNER  
RANSOM DISTRICT LIBRARY  
JOE GROSS  
1800 SERWOOD AVENUE  
PLAINWELL MI, 49080  
PHONE: (269) 685-8024

ENGINEER  
PREIN&NEWHOF  
MIKE SCHWARTZ, P.E.  
1707 SOUTH PARK ST.  
KALAMAZOO, MI 49001  
PHONE: (269) 372-1158  
FAX: (269) 364-6955

ARCHITECT  
TOWER PINKSTER  
MIKE GALOVAN  
242 E KALAMAZOO AVENUE  
KALAMAZOO, MI 49007  
PHONE: (269) 492-6763

PRELIMINARY  
NOT FOR CONSTRUCTION

ISSUED FOR \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT TITLE  
NEW RANSOM DISTRICT LIBRARY

OWNER  
RANSOM DISTRICT LIBRARY

Plainwell, Michigan

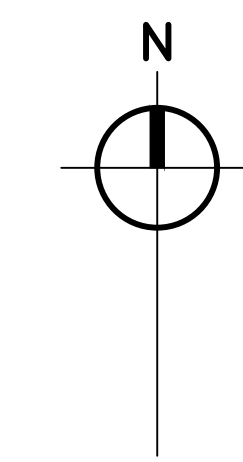
SHEET TITLE  
REMOVAL  
PLAN

DATE  
APRIL 23, 2019

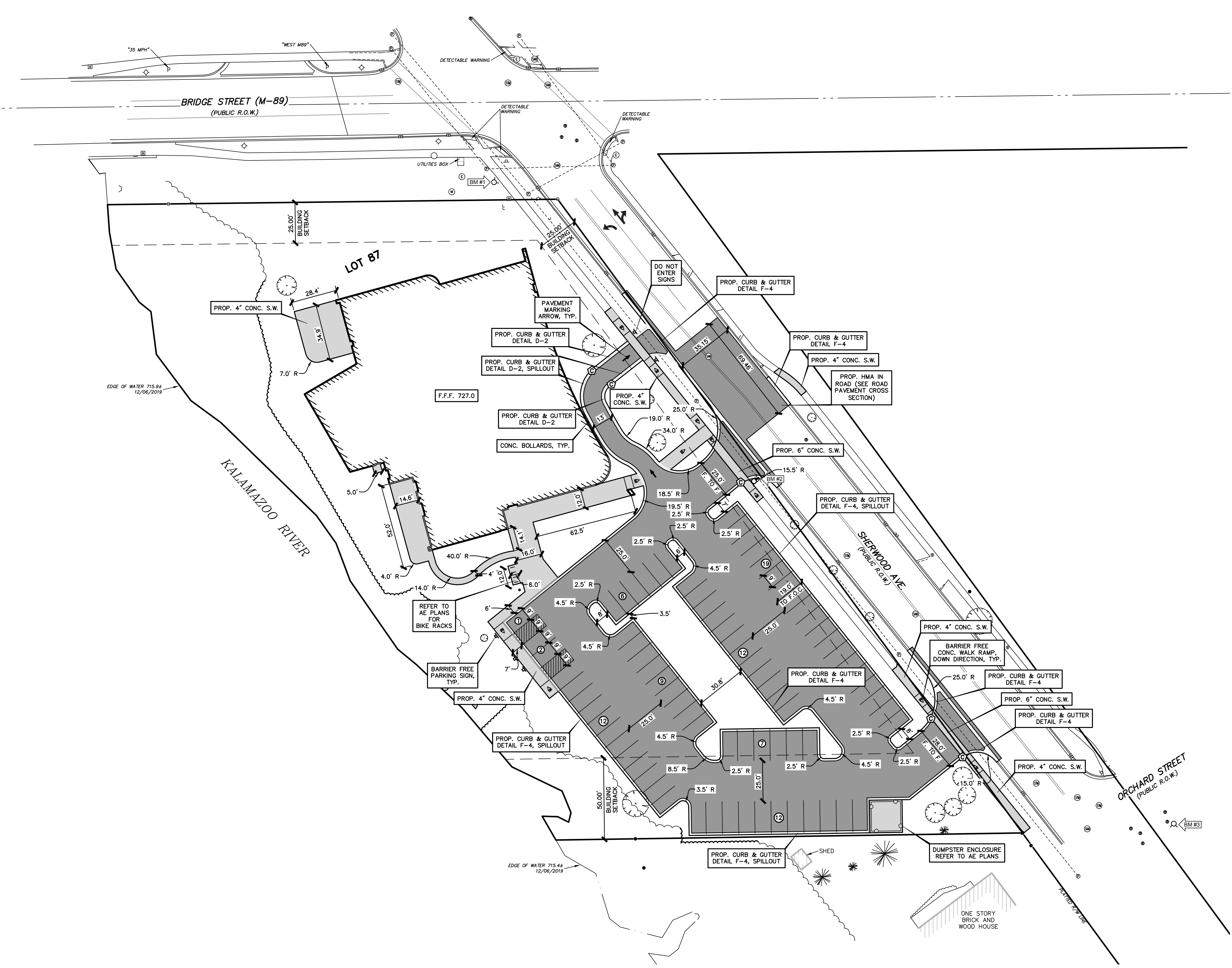
SHEET NUMBER  
**C 110**  
17-205.00



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SCALE: 1" = 30'  
(CONTOURS AT ONE FOOT INTERVALS)



**SITE LAYOUT LEGEND**

- CONCRETE CURB & GUTTER
- CONCRETE STRAIGHT CURB
- SIGN
- BARRIER FREE RAMP
- PARKING AREA STRIPING ISLAND
- STANDARD DUTY CONCRETE WALKWAY/PAVEMENT
- HEAVY DUTY CONCRETE WALKWAY/PAVEMENT
- STANDARD DUTY BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- TRAFFIC FLOW
- PARKING STALL COUNT
- TRANSITION FROM NORMAL TO REVERSE SLOPE GUTTER SECTION (5' TRANSITION LENGTH)

**NOTES:**

1. ALL TEXT & FEATURES SHOWN SCREENED ARE EXISTING. ALL STRUCTURES SHALL BE LOCATED IN RELATION TO THE PROPOSED IMPROVEMENTS.
2. UTILITIES SHOWN WERE EITHER FIELD LOCATED, OR TAKEN FROM EXISTING RECORD/DESIGN DRAWINGS & ARE SHOWN ACCORDINGLY. THE CONTRACTOR SHALL EXERCISE CAUTION & FIELD VERIFY REQUIRED LOCATIONS PRIOR TO EXCAVATION & CONSTRUCTION.
3. THE STANDARD PARKING STALL DIMENSION IS 9'-FEET BY 18'-FEET.
4. THE STANDARD BARRIER FREE PARKING STALL IS 9'-FEET BY 18'-FEET (PLUS 2'-FOOT OVERHANG).
5. THE STANDARD COMPACT PARKING STALL IS 9'-FEET BY 16'-FEET.
6. BARRIER FREE PARKING STALLS MUST BE MARKED BLUE.
7. STANDARD PARKING STALLS MUST BE MARKED YELLOW.

**GENERAL NOTES:**

**SITE INFORMATION:**  
PROPERTY ADDRESS: 180 S. SHERWOOD AVE.  
TAX ID NUMBERS & ZONING DISTRICT: 55-160-087-20 CS

**PARCEL SIZE:** 2.41 ACRES (105,000 SQ. FT.)  
**NO FLOODPLAIN** ON PROPERTY.  
**TRASH RECEPTACLE:** DUMPSTER ENCLOSURE  
**BUILDING LOT COVERAGE MAXIMUM = 35% OF TOTAL AREA**  
**BUILDING LOT COVERAGE PROPOSED = 17.00% (20,000 SQ. FT.)**

**ZONING REQUIREMENTS:**  
SETBACKS: FRONT = 25'  
SIDE = 25' FROM PROP. LINE, 50' FROM SIDE LOT  
REAR = 0'  
MAXIMUM BUILDING HEIGHT = 35'  
PROP. BUILDING HEIGHT =  
PARKING CALCULATION:  
PROP. BUILDING 20,000 SQ. FT. LIBRARY  
REQUIRED: 20,000 SQ. FT. LIBRARY/250 = 80 SPACES  
TOTAL REQUIRED = 80 SPACES  
TOTAL PROVIDED = 78 SPACES  
LIBRARY BUILDING UTILITIES = ELECTRIC, WATER, SANITARY  
SEWER, COMMUNICATIONS, GAS

SITUATED IN THE CITY OF PLAINWELL, COUNTY OF ALLEGAN, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:  
LOT 87, CORPORATION PLAT, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN, EXCEPT THE SOUTH 221 FEET ALSO EXCEPT A STRIP OF LAND 27 FEET IN WIDTH FOR RIGHT OF WAY LINE RUNNING SOUTH AND ADJACENT TO A 33 FOOT LINE SOUTH OF AND PARALLEL TO THE CENTERLINE OF M-89 OVER AND ACROSS THE NORTH 165 FEET OF SAID LOT 87, CORPORATION PLAT, LESS THE RIGHT OF WAY OF EXISTING HIGHWAY OF SAID CORPORATION PLAT.



ISSUED FOR DATE

PROJECT TITLE  
NEW RANSOM DISTRICT LIBRARY

OWNER  
RANSOM DISTRICT LIBRARY

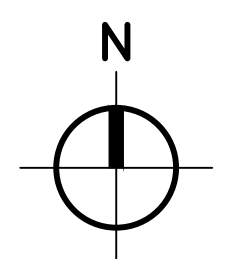
Plainwell, Michigan

SHEET NUMBER  
SITE PLAN

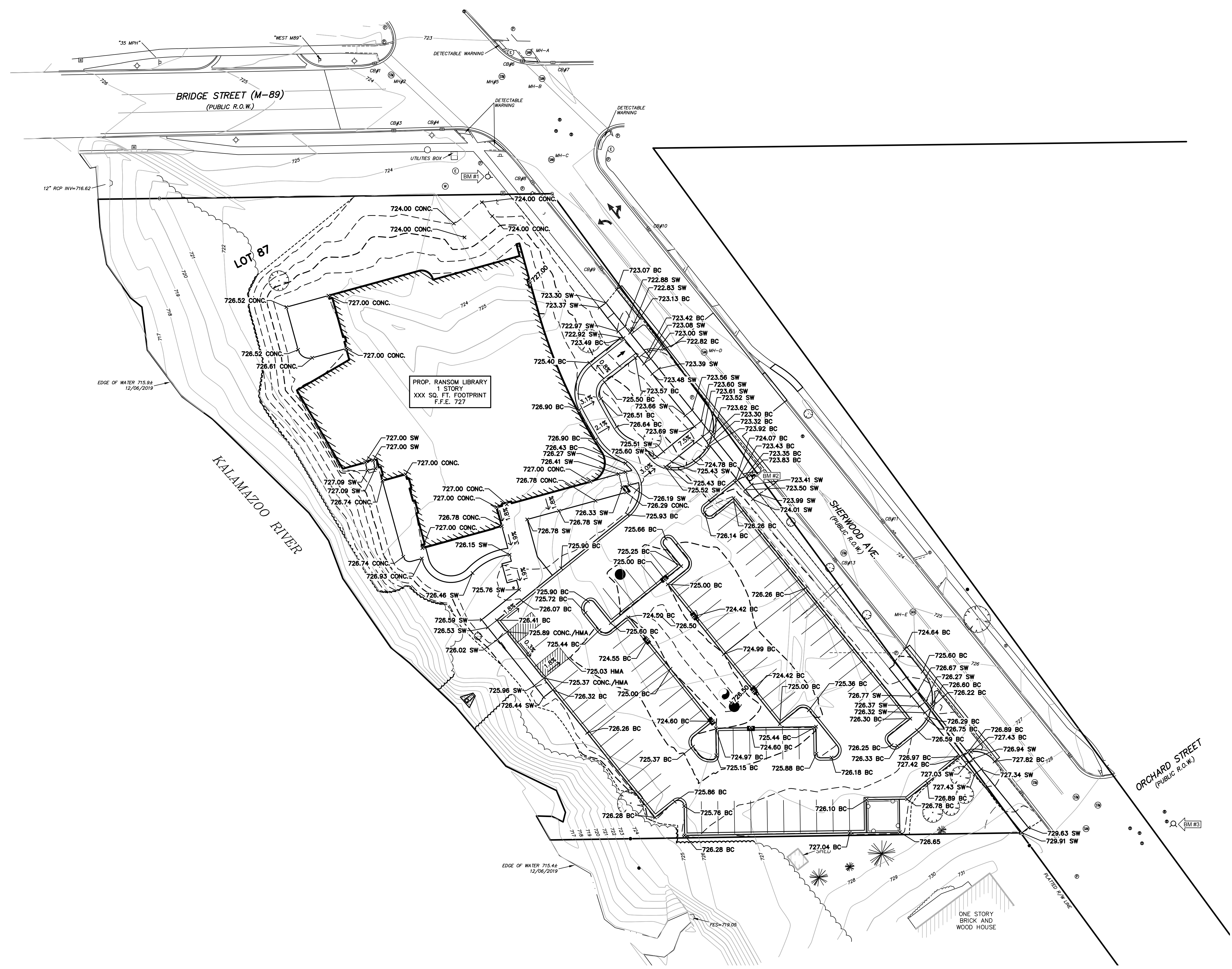
DATE  
APRIL 23, 2019  
SHEET NUMBER  
C 200  
17-205.00



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



SCALE: 1" = 30'  
(CONTOURS AT ONE FOOT INTERVALS)



**FLOODPLAIN DATA:**

100-YEAR FLOOD ELEVATION: 722.00

**SITE GRADING LEGEND**

SPOT ELEVATION	970.10 TC
FLOW DIRECTION WITH GRADE	1.50%
SLOPE LABEL	3:1
CATCH BASIN	[Symbol]
CULVERT END SECTION	[Symbol]
HYDRANT & VALVE	[Symbol]
MANHOLE	[Symbol]
CLEANOUT	[Symbol]
GRADE BREAK	[Symbol]
PROP. CONTOUR LINE	790.0
EX. CONTOUR LINE	790
GRADING LIMIT	[Symbol]

**NOTES:**

- BC = BACK OF CURB
- CONC = TOP OF CONC.
- SW = SIDEWALK
- HMA = HMA PAVT.
- CONC./HMA = WHERE CONC. MEETS HMA

REFER TO SPECIFICATIONS FOR ADDITIONAL ABBREVIATIONS FOR CIVIL/SITE AMENITIES.



ISSUED FOR \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT TITLE  
NEW RANSOM DISTRICT LIBRARY

OWNER  
RANSOM DISTRICT LIBRARY

Plainwell, Michigan

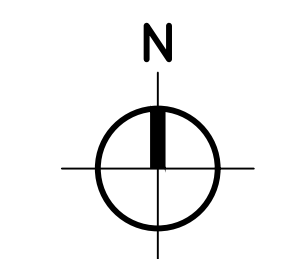
SHEET TITLE  
GRADING &  
UTILITIES

DATE  
APRIL 23, 2019

SHEET NUMBER  
**C 300**  
17-205.00



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



SCALE: 1" = 30'  
(CONTOURS AT ONE FOOT INTERVALS)

**LEGEND EXISTING**

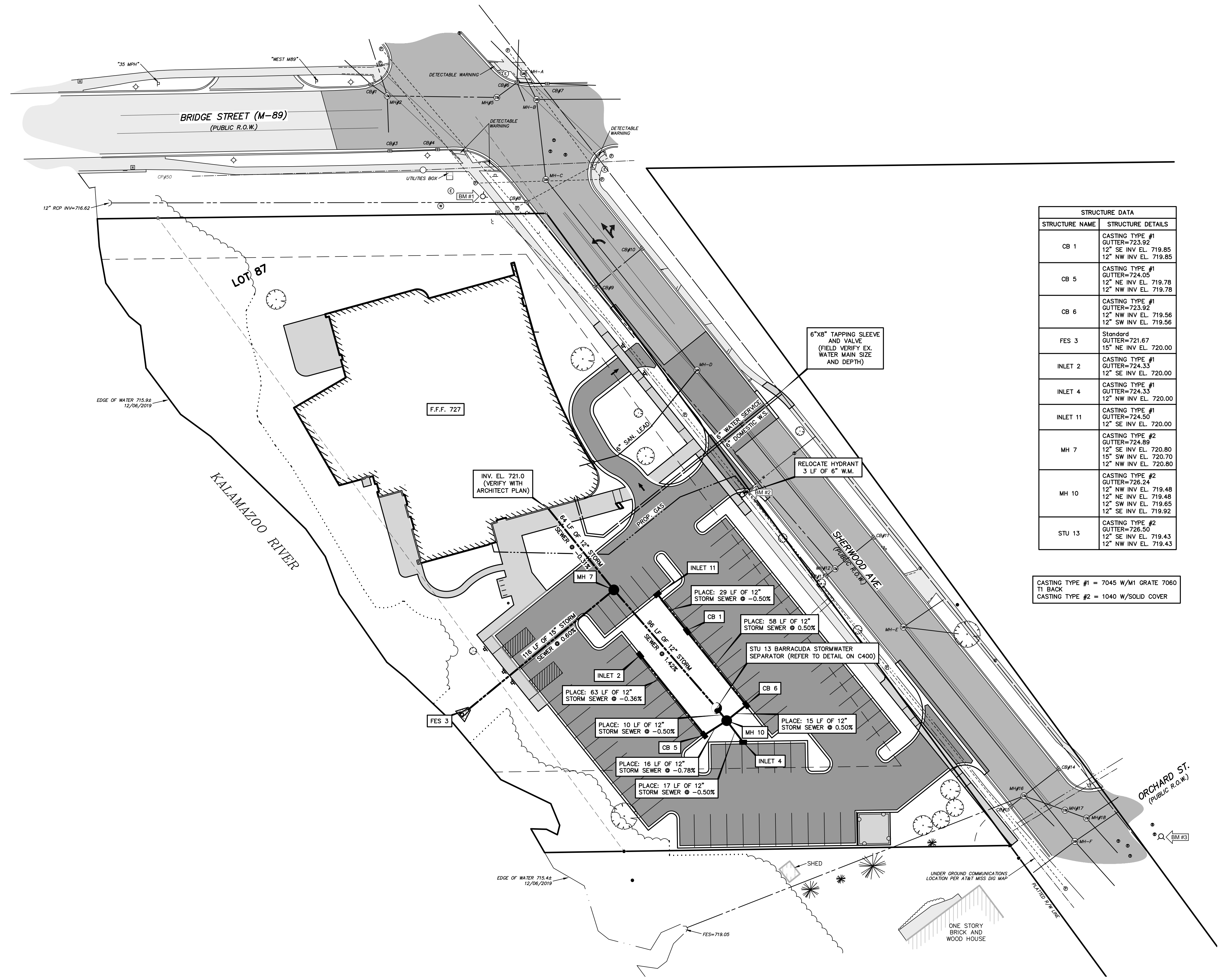
- UG GAS
- UG SANITARY
- UG STORM
- UG WATER
- x FENCE
- ... TREE LINE
- MAJOR CONTOUR
- ASPHALT
- CONCRETE
- GRAVEL

**LEGEND PROPOSED**

- ⊕ ELEC. HANDHOLE
- ⊙ LIGHT POLE
- ⊕ CATCH BASIN
- UG STORM
- UG UTILITIES
- UG SANITARY SVC
- UG WATER SVC
- MAJOR CONTOUR
- GRADING LIMITS
- LIGHT DUTY HMA
- HEAVY DUTY HMA
- H.D. CONCRETE
- CONCRETE

STRUCTURE NAME	STRUCTURE DATA
CB 1	CASTING TYPE #1 GUTTER=723.92 12" SE INV EL. 719.85 12" NW INV EL. 719.85
CB 5	CASTING TYPE #1 GUTTER=724.05 12" NE INV EL. 719.78 12" NW INV EL. 719.78
CB 6	CASTING TYPE #1 GUTTER=723.92 12" NW INV EL. 719.56 12" SW INV EL. 719.56
FES 3	Standard GUTTER=721.67 15" NE INV EL. 720.00
INLET 2	CASTING TYPE #1 GUTTER=724.33 12" SE INV EL. 720.00
INLET 4	CASTING TYPE #1 GUTTER=724.50 12" NW INV EL. 720.00
INLET 11	CASTING TYPE #1 GUTTER=724.50 12" SE INV EL. 720.00
MH 7	CASTING TYPE #2 GUTTER=724.89 12" SE INV EL. 720.80 15" SW INV EL. 720.70 12" NW INV EL. 720.80
MH 10	CASTING TYPE #2 GUTTER=726.24 12" NW INV EL. 719.48 12" NE INV EL. 719.48 12" SW INV EL. 719.65 12" SE INV EL. 719.92
STU 13	CASTING TYPE #2 GUTTER=726.50 12" SE INV EL. 719.43 12" NW INV EL. 719.43

CASTING TYPE #1 = 7045 W/M1 GRATE 7060 T1 BACK  
CASTING TYPE #2 = 1040 W/SOLID COVER



ISSUED FOR \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT TITLE  
NEW RANSOM DISTRICT LIBRARY

OWNER  
RANSOM DISTRICT LIBRARY

Plainwell, Michigan

SHEET TITLE  
UTILITIES

DATE  
APRIL 23, 2019

SHEET NUMBER  
**C 400**  
17-205.00



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

PRELIMINARY  
NOT FOR CONSTRUCTION

ISSUED FOR \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT TITLE  
NEW RANSOM DISTRICT LIBRARY

OWNER  
RANSOM DISTRICT LIBRARY

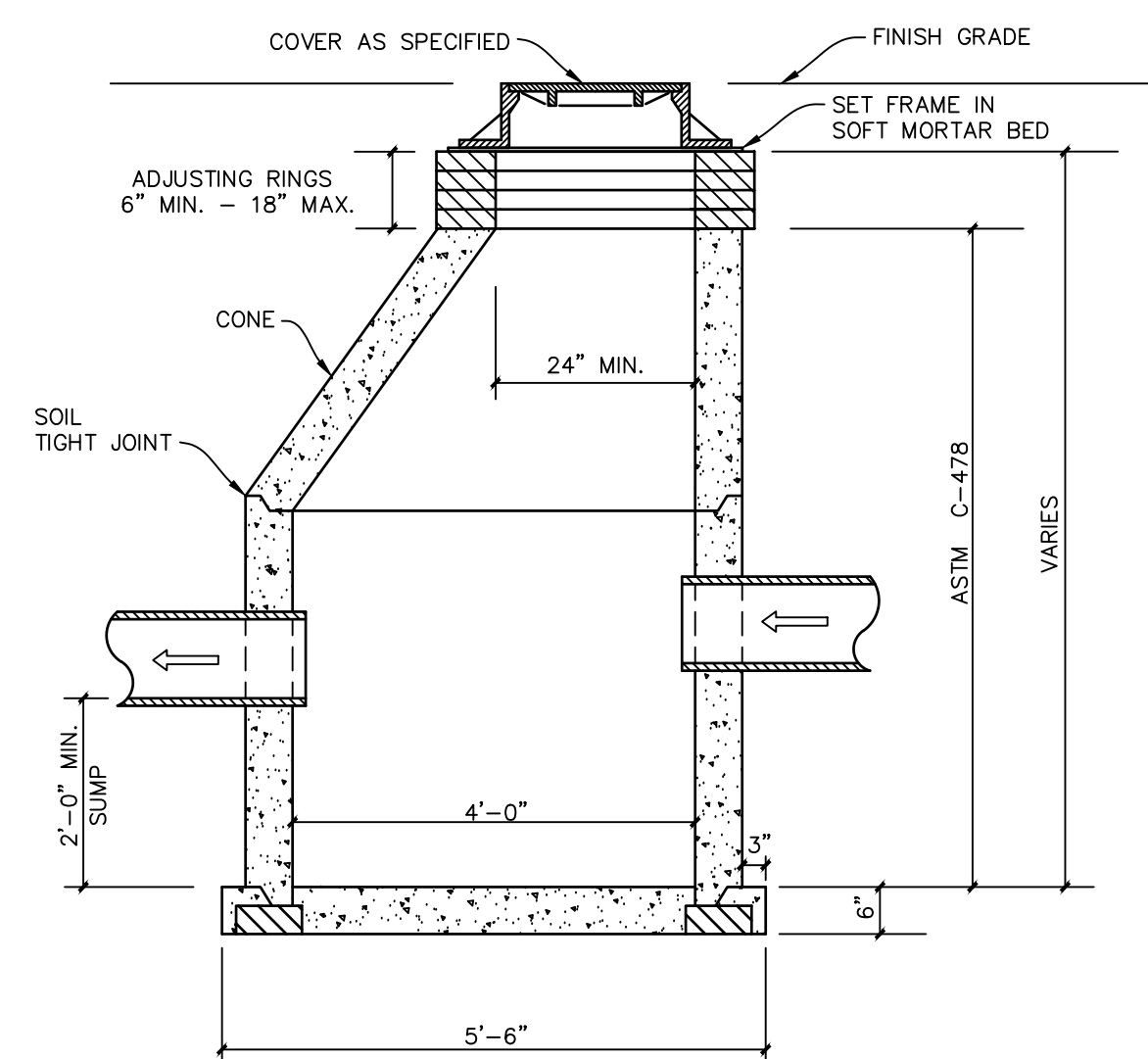
DATE  
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SHEET NUMBER  
PROJECT  
DETAILS

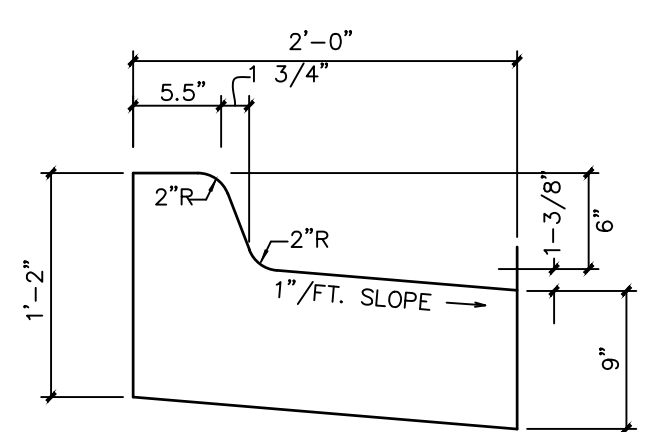
Plainwell, Michigan

DATE  
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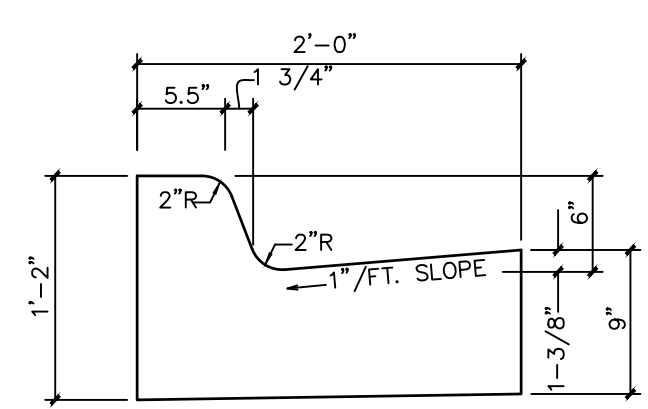
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17-205.00



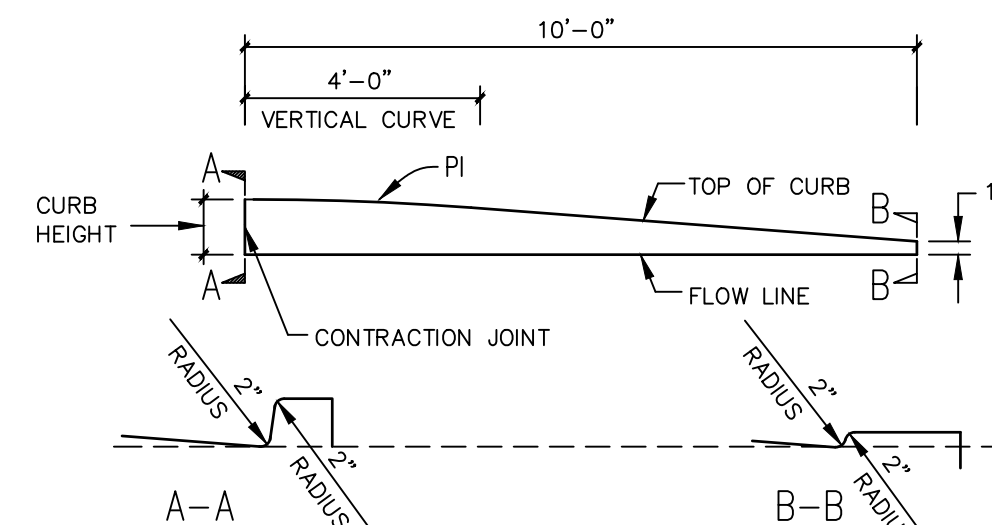
(PRECAST CONCRETE)  
**STANDARD CATCH BASIN WITH SUMP**  
SCALE: NONE



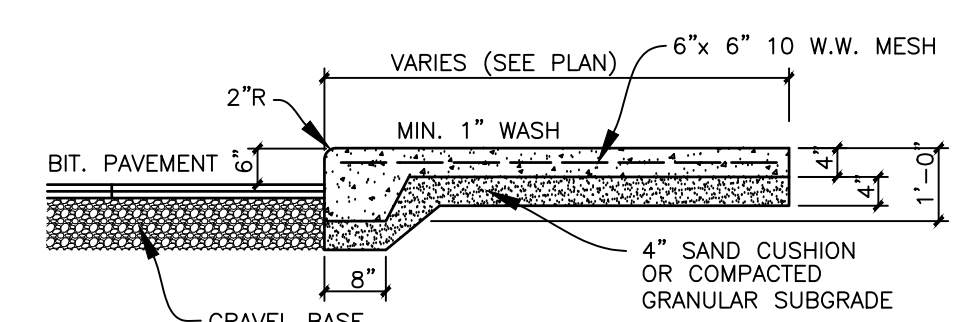
**CONCRETE CURB & GUTTER  
DETAIL F-4 W/ SPILL PAN**  
SCALE: NONE



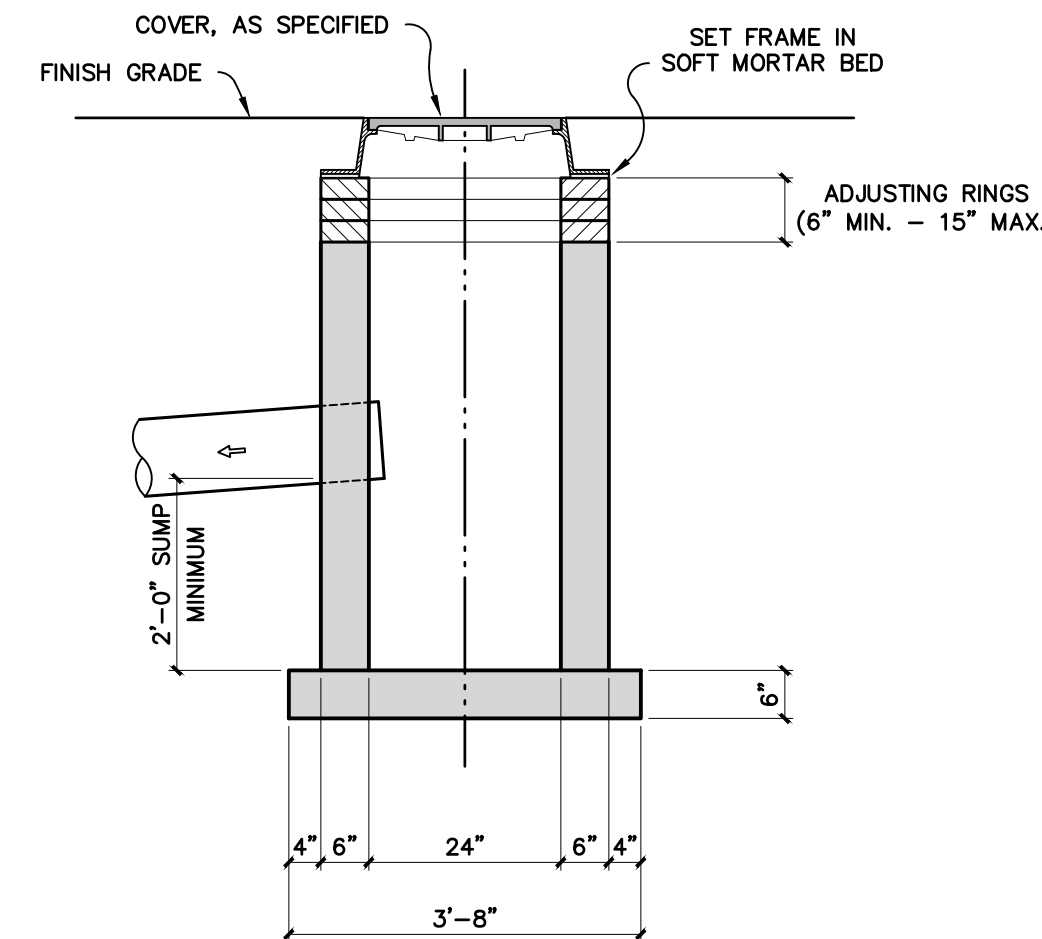
CONCRETE REQUIRED (0.0610 CYD/LFT)  
**CONCRETE CURB & GUTTER DETAIL F-4**  
SCALE: NONE



**CURB & GUTTER ENDINGS  
(DETAIL F)**  
SCALE: NONE

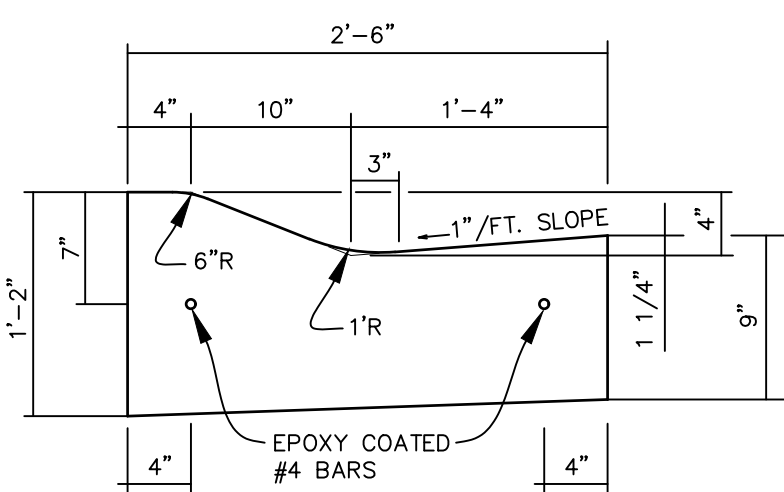


**TYPICAL THICKENED SIDEWALK SECTION**  
TO BE USED WHERE WALKS ADJOIN PARKING LOTS OR DRIVES UNLESS SHOWN AS STANDARD WALK  
SCALE: NONE

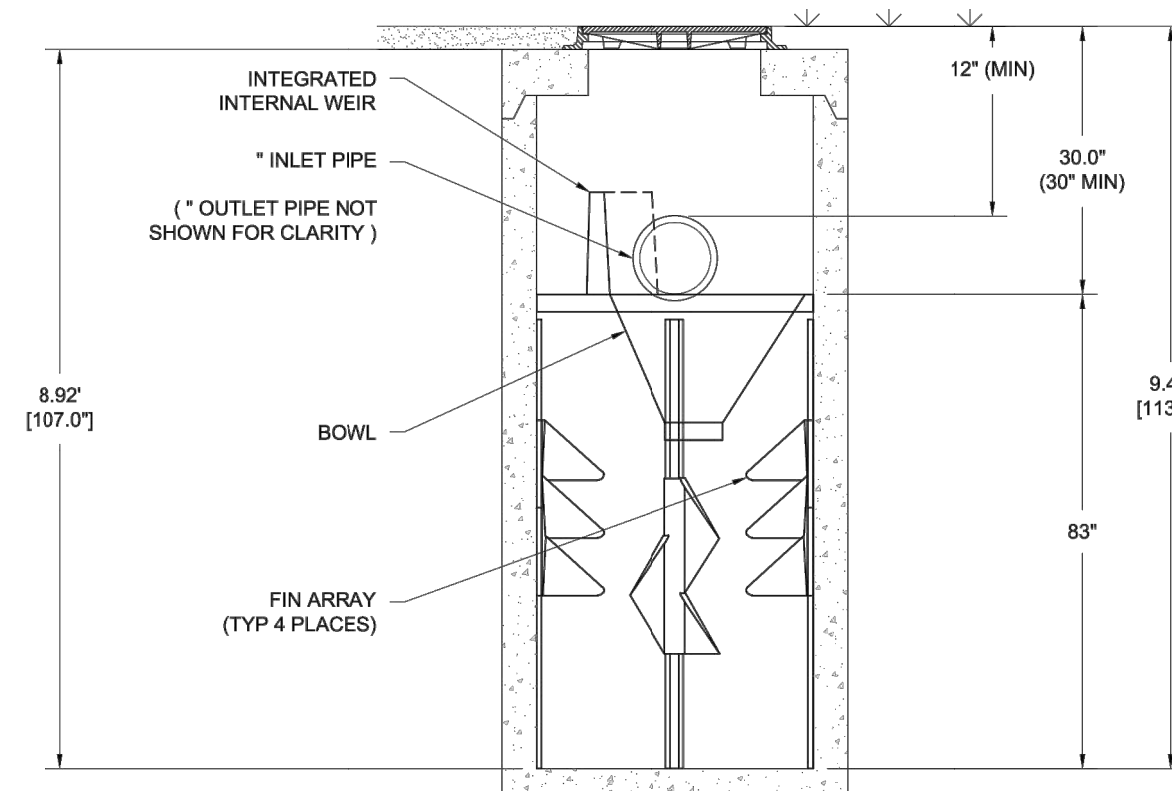


**2' DIAMETER INLET w/SUMP**

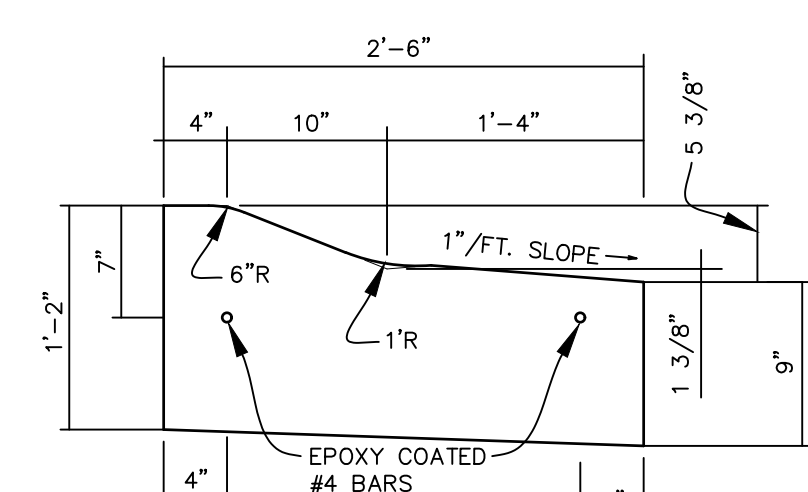
- NOTE
- 1. PRECAST CONCRETE INLET SHALL MEET ASTM C478.
  - 2. IF BOTTOM IS PRECAST CONCRETE, SET ON MINIMUM 4\"/>



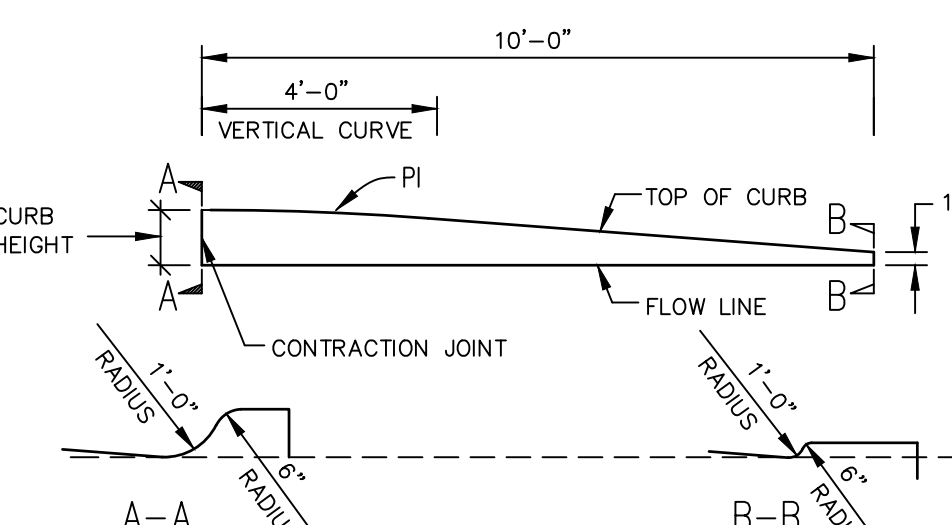
CONCRETE REQUIRED 0.0788 CYD/LFT.  
**CONCRETE CURB & GUTTER DETAIL D-2**  
SCALE: NONE



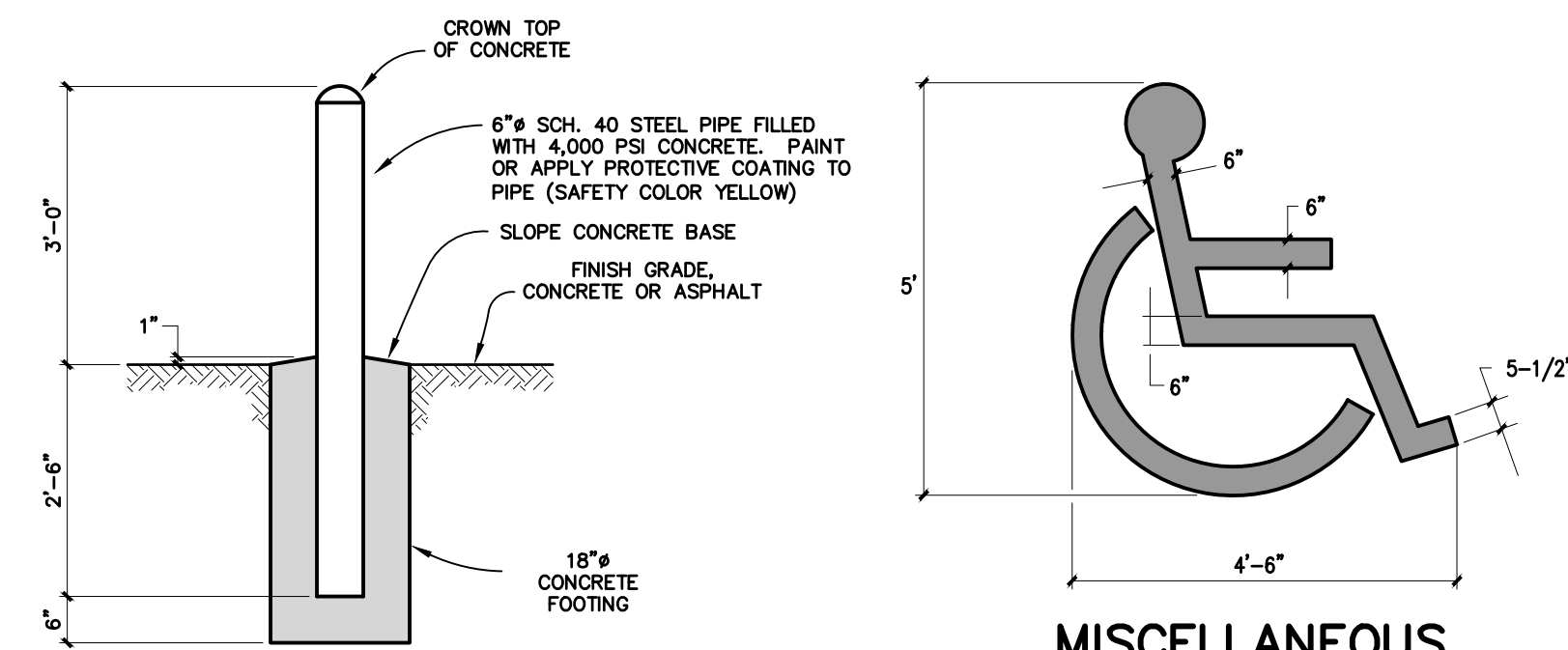
**BARRACUDA S4 STANDARD DETAIL**



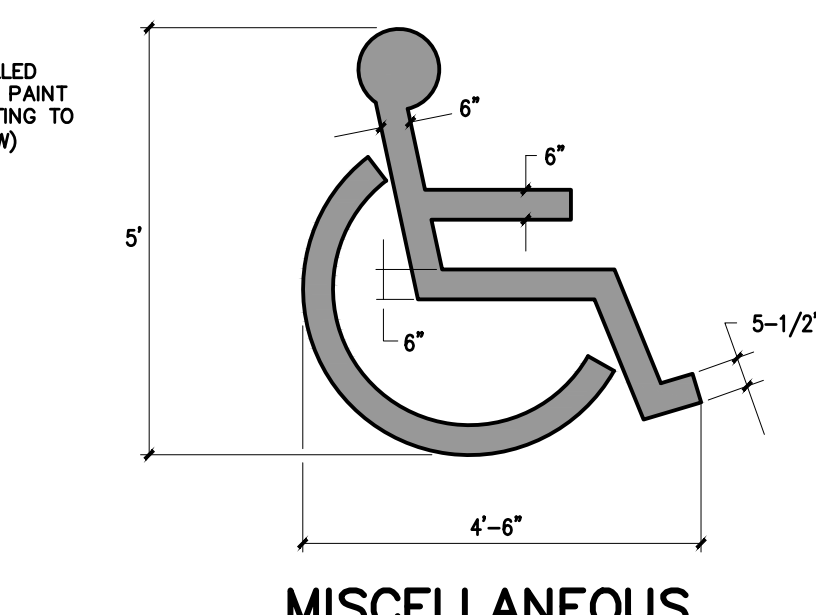
CONCRETE REQUIRED 0.0788 CYD/LFT.  
**CONCRETE CURB & GUTTER DETAIL D-2 SPILL**  
SCALE: NONE



**CURB & GUTTER ENDINGS  
(DETAIL D)**  
SCALE: NONE

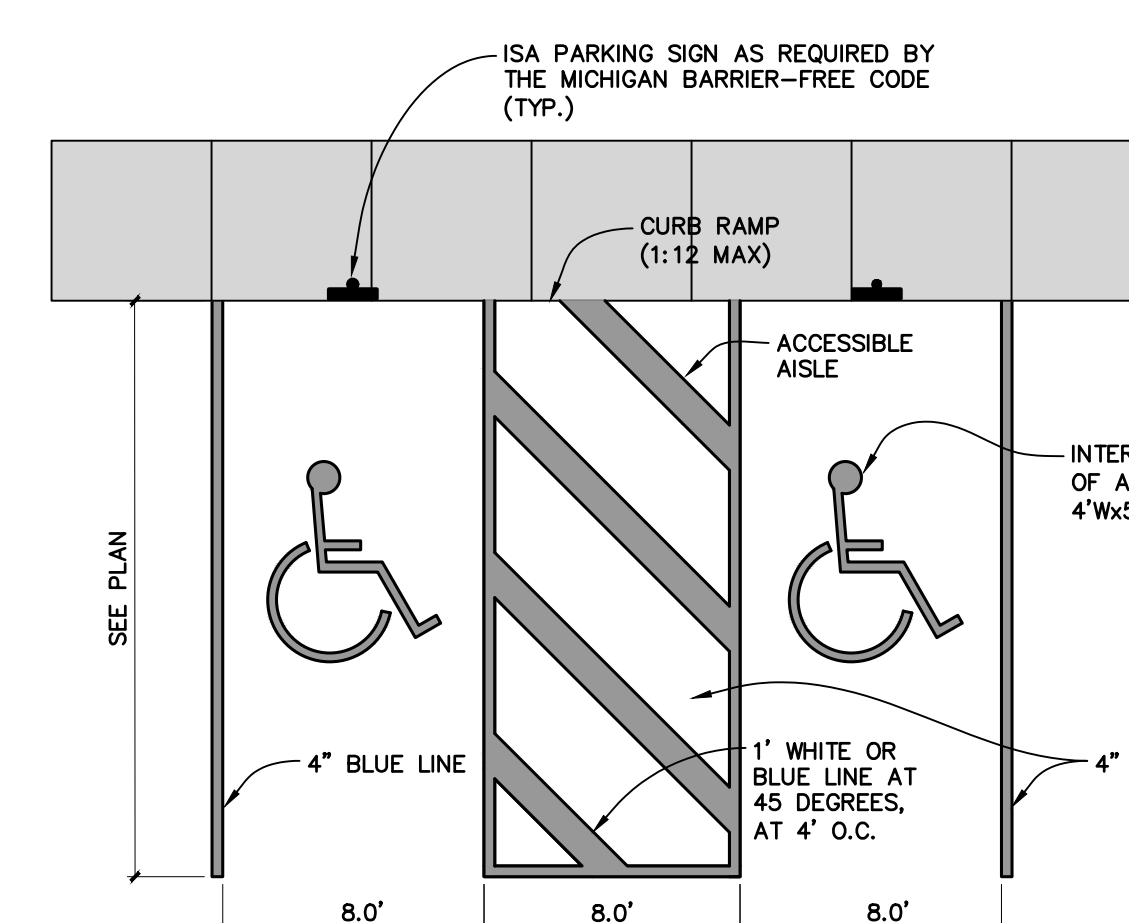


**M1 PIPE BOLLARD DETAIL**  
SCALE: 1/2\"/>

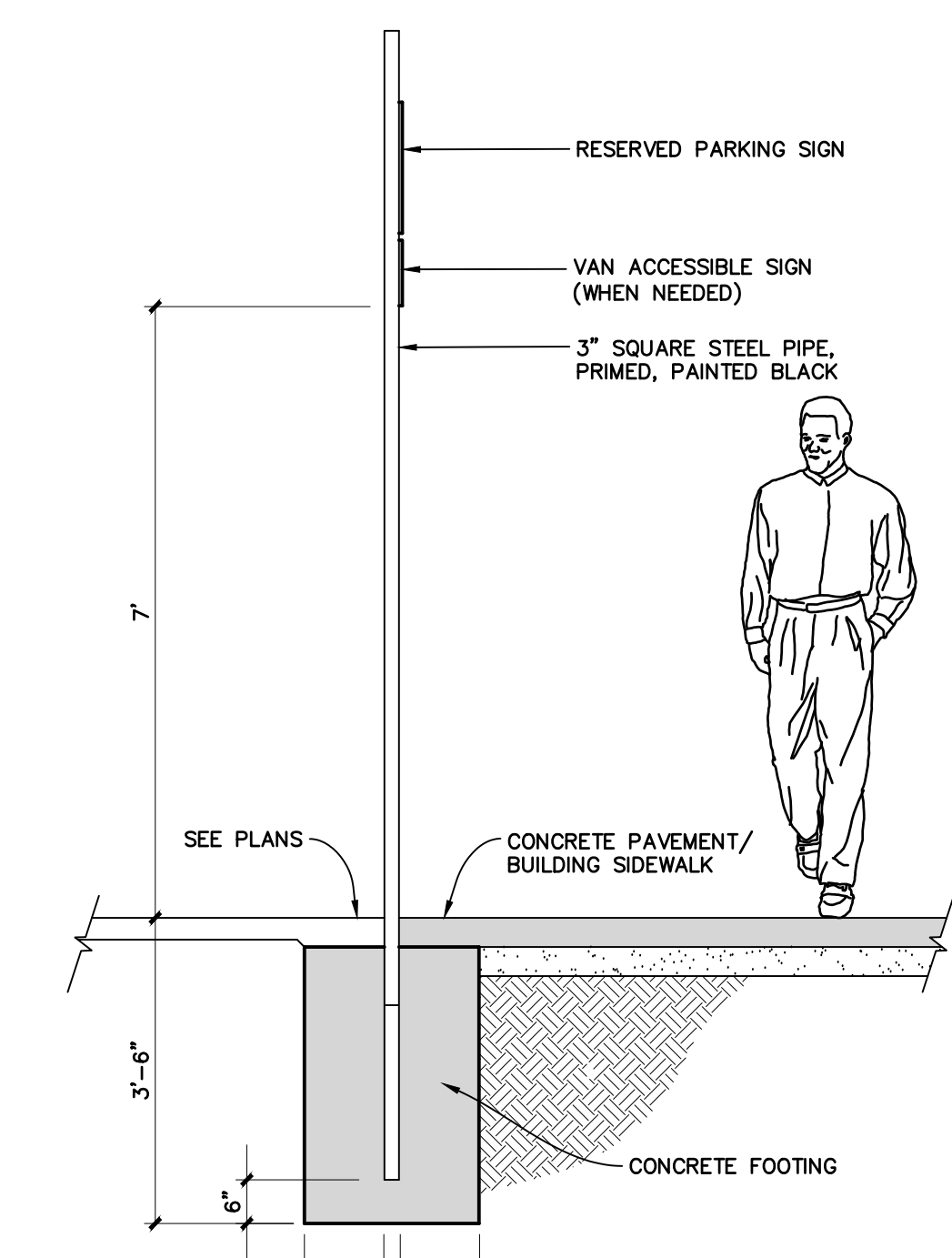


**M21 MISCELLANEOUS  
BARRIER FREE SYMBOL**  
NOT TO SCALE

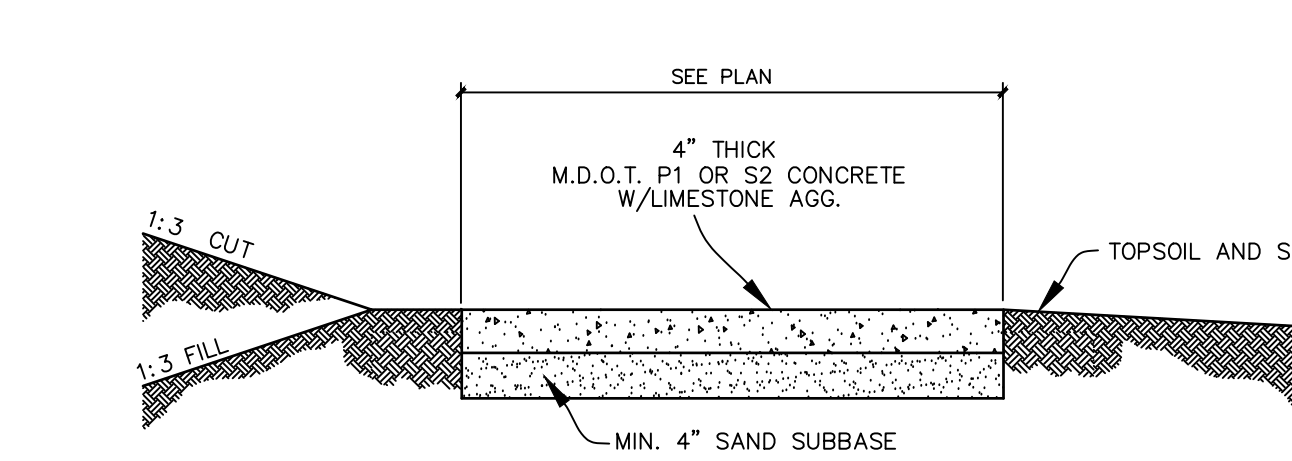
- NOTE
- BARRIER-FREE PARKING SPACES SHALL BE LOCATED TO THE NEAREST ACCESSIBLE ENTRANCE ON AN ACCESSIBLE ROUTE ONE (1) IN EVERY EIGHT (8) ACCESSIBLE SPACES, BUT NO LESS THAN ONE, SHALL BE SERVED BY AN ACCESS AISLE 8\"/>



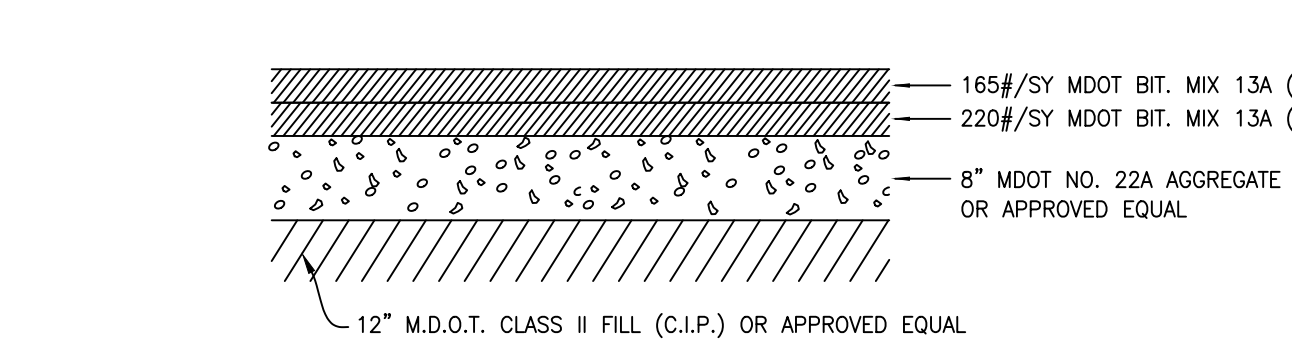
**M23 BARRIER-FREE PARKING SPACE  
LAYOUT - VAN ACCESSIBLE**  
SCALE: NONE



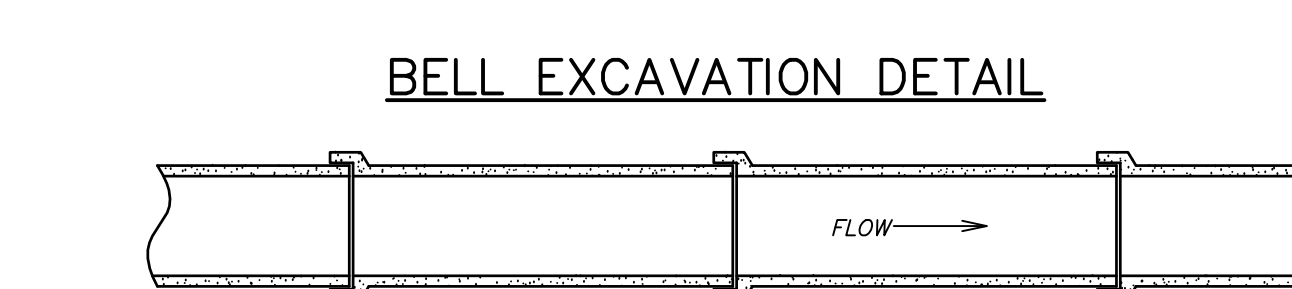
**T1 BARRIER FREE PARKING SIGN**  
SCALE: NONE



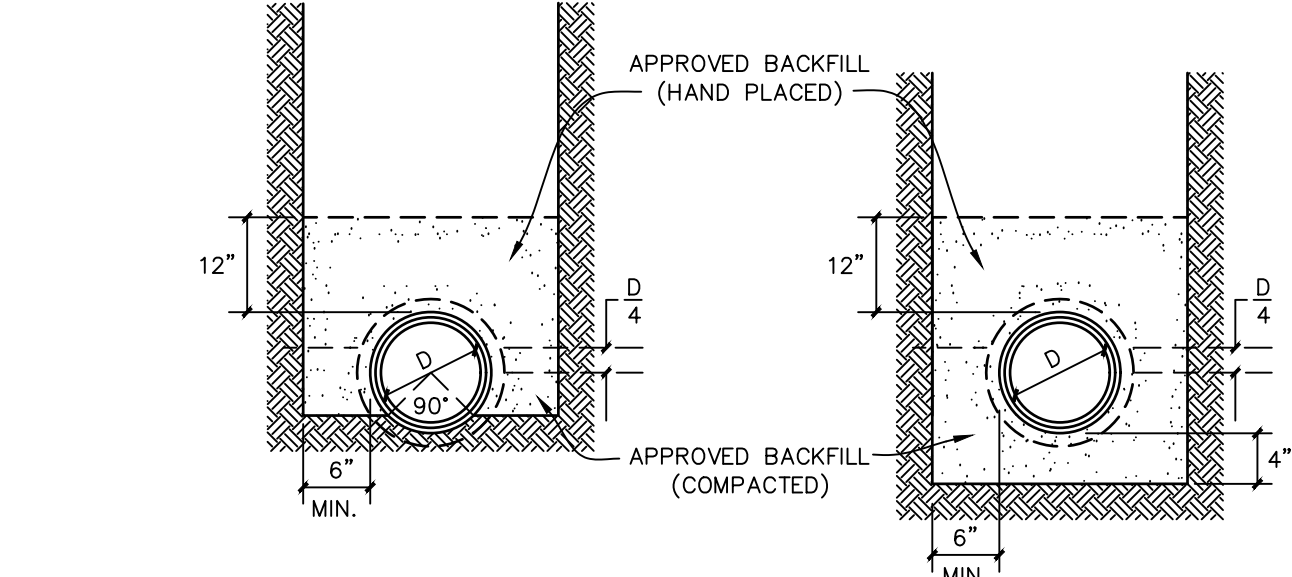
**CONCRETE SIDEWALK DETAIL**  
SCALE: NONE



**LIGHT DUTY (HMA) PAVEMENT**  
SCALE: NONE

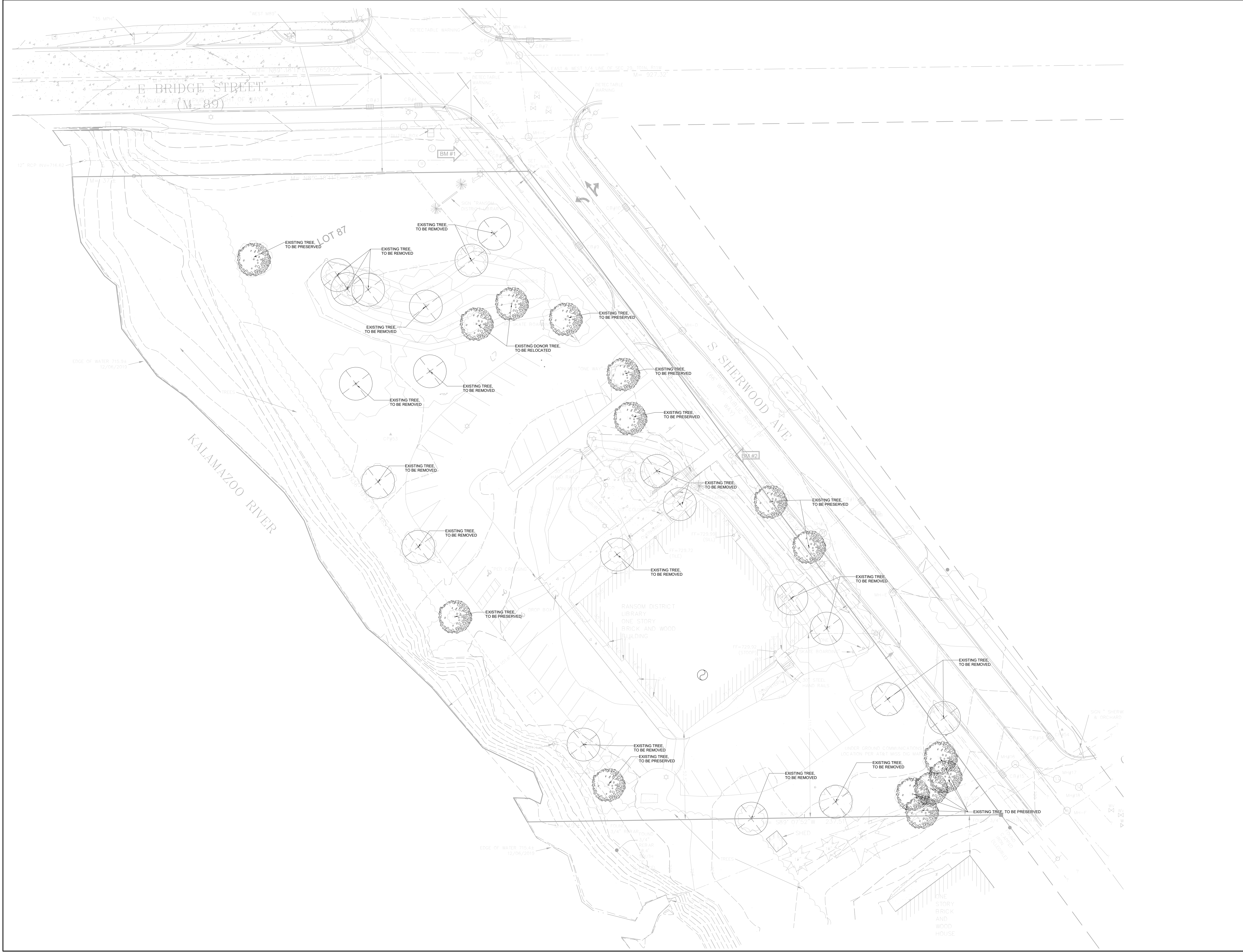


**METHOD "I"**      **METHOD "II"**



- NOTE:
- 1. METHOD "I" TO BE USED IN AREAS OF UNCONSOLIDATED SOILS. (SAND, GRAVEL, ETC.)
  - 2. METHOD "II" TO BE USED IN AREAS OF CONSOLIDATED SOILS. (CLAY, HARDPAN, ROCK, ETC.)
  - 3. ALL BACKFILL INDICATED SHALL BE COMPACTED TO 95% MAX. DENSITY.
  - 4. APPROVED BACKFILL - COMPACTED - TO BE PLACED AROUND PIPE BY HAND TO A HEIGHT OF NO GREATER THAN 1/4 THE DIAMETER OF THE PIPE USED, ABOVE THE CENTERLINE OF SAID PIPE, AS SHOWN.

**CLASS "B" - PIPE EMBEDMENT**  
SCALE: NONE



SHEET TITLE  
TREE PRESERVATION PLAN

SHEET NUMBER  
**L 100**  
17-205.00

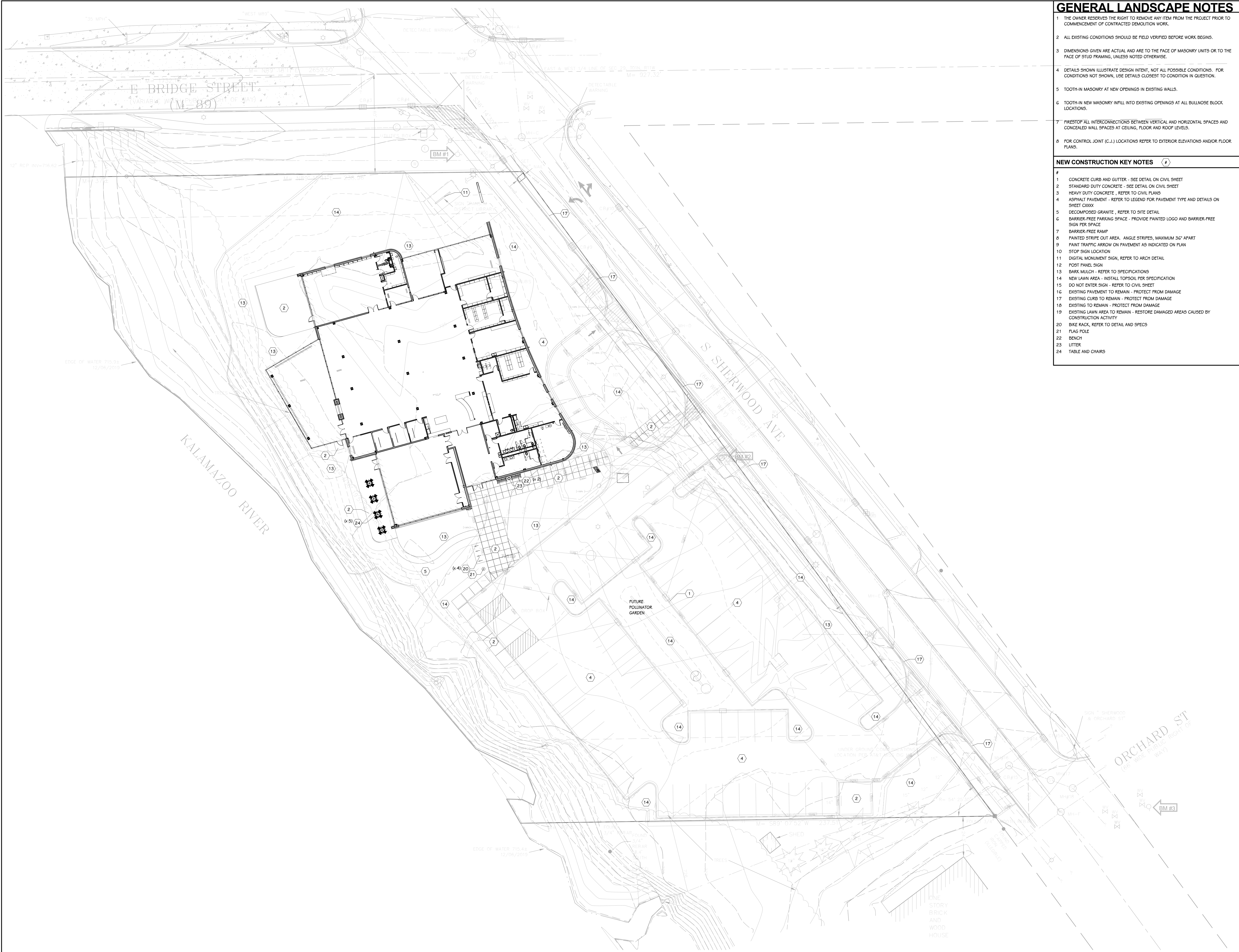
DATE  
JUNE 19, 2019

OWNER  
RANSOM DISTRICT LIBRARY

Plainwell, Michigan

PROJECT TITLE  
NEW RANSOM DISTRICT LIBRARY

ISSUED FOR \_\_\_\_\_ DATE \_\_\_\_\_



**GENERAL LANDSCAPE NOTES**

- 1 THE OWNER RESERVES THE RIGHT TO REMOVE ANY ITEM FROM THE PROJECT PRIOR TO COMMENCEMENT OF CONTRACTED DEMOLITION WORK.
- 2 ALL EXISTING CONDITIONS SHOULD BE FIELD VERIFIED BEFORE WORK BEGINS.
- 3 DIMENSIONS GIVEN ARE ACTUAL AND ARE TO THE FACE OF MASONRY UNITS OR TO THE FACE OF STUD FRAMING, UNLESS NOTED OTHERWISE.
- 4 DETAILS SHOWN ILLUSTRATE DESIGN INTENT, NOT ALL POSSIBLE CONDITIONS. FOR CONDITIONS NOT SHOWN, USE DETAILS CLOSEST TO CONDITION IN QUESTION.
- 5 TOOTH-IN MASONRY AT NEW OPENINGS IN EXISTING WALLS.
- 6 TOOTH-IN NEW MASONRY INFILL INTO EXISTING OPENINGS AT ALL BULLNOSE BLOCK LOCATIONS.
- 7 FIRESTOP ALL INTERCONNECTIONS BETWEEN VERTICAL AND HORIZONTAL SPACES AND CONCEALED WALL SPACES AT CEILING, FLOOR AND ROOF LEVELS.
- 8 FOR CONTROL JOINT (C.J.) LOCATIONS REFER TO EXTERIOR ELEVATIONS AND/OR FLOOR PLANS.

**NEW CONSTRUCTION KEY NOTES**

- 1 CONCRETE CURB AND GUTTER - SEE DETAIL ON CIVIL SHEET
- 2 STANDARD DUTY CONCRETE - SEE DETAIL ON CIVIL SHEET
- 3 HEAVY DUTY CONCRETE - REFER TO CIVIL PLANS
- 4 ASPHALT PAVEMENT - REFER TO LEGEND FOR PAVEMENT TYPE AND DETAILS ON SHEET C00X
- 5 DECOMPOSED GRANITE - REFER TO SITE DETAIL
- 6 BARRIER-FREE PARKING SPACE - PROVIDE PAINTED LOGO AND BARRIER-FREE SIGN PER SPACE
- 7 BARRIER-FREE RAMP
- 8 PAINTED STRIPE OUT AREA - ANGLE STRIPES, MAXIMUM 36" APART
- 9 PAINT TRAFFIC ARROW ON PAVEMENT AS INDICATED ON PLAN
- 10 STOP SIGN LOCATION
- 11 DIGITAL MONUMENT SIGN, REFER TO ARCH DETAIL
- 12 POST PANEL SIGN
- 13 BARK MULCH - REFER TO SPECIFICATIONS
- 14 NEW LAWN AREA - INSTALL TOPSOIL PER SPECIFICATION
- 15 DO NOT ENTER SIGN - REFER TO CIVIL SHEET
- 16 EXISTING PAVEMENT TO REMAIN - PROTECT FROM DAMAGE
- 17 EXISTING CURB TO REMAIN - PROTECT FROM DAMAGE
- 18 EXISTING TO REMAIN - PROTECT FROM DAMAGE
- 19 EXISTING LAWN AREA TO REMAIN - RESTORE DAMAGED AREAS CAUSED BY CONSTRUCTION ACTIVITY
- 20 BIKE RACK, REFER TO DETAIL AND SPECS
- 21 FLAG POLE
- 22 BENCH
- 23 LITTER
- 24 TABLE AND CHAIRS

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Architecture · Engineering · Interiors

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242 East Kalamazoo Avenue, Suite 200  
Plainwell, Michigan 48860  
916.458.9644 phone 916.458.9644 fax 269.343.8130 mobile 269.343.8130 towerpinkster.com © 2019 ALL RIGHTS RESERVED

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PROJECT TITLE  
**NEW RANSOM DISTRICT LIBRARY**

OWNER  
**RANSOM DISTRICT LIBRARY**

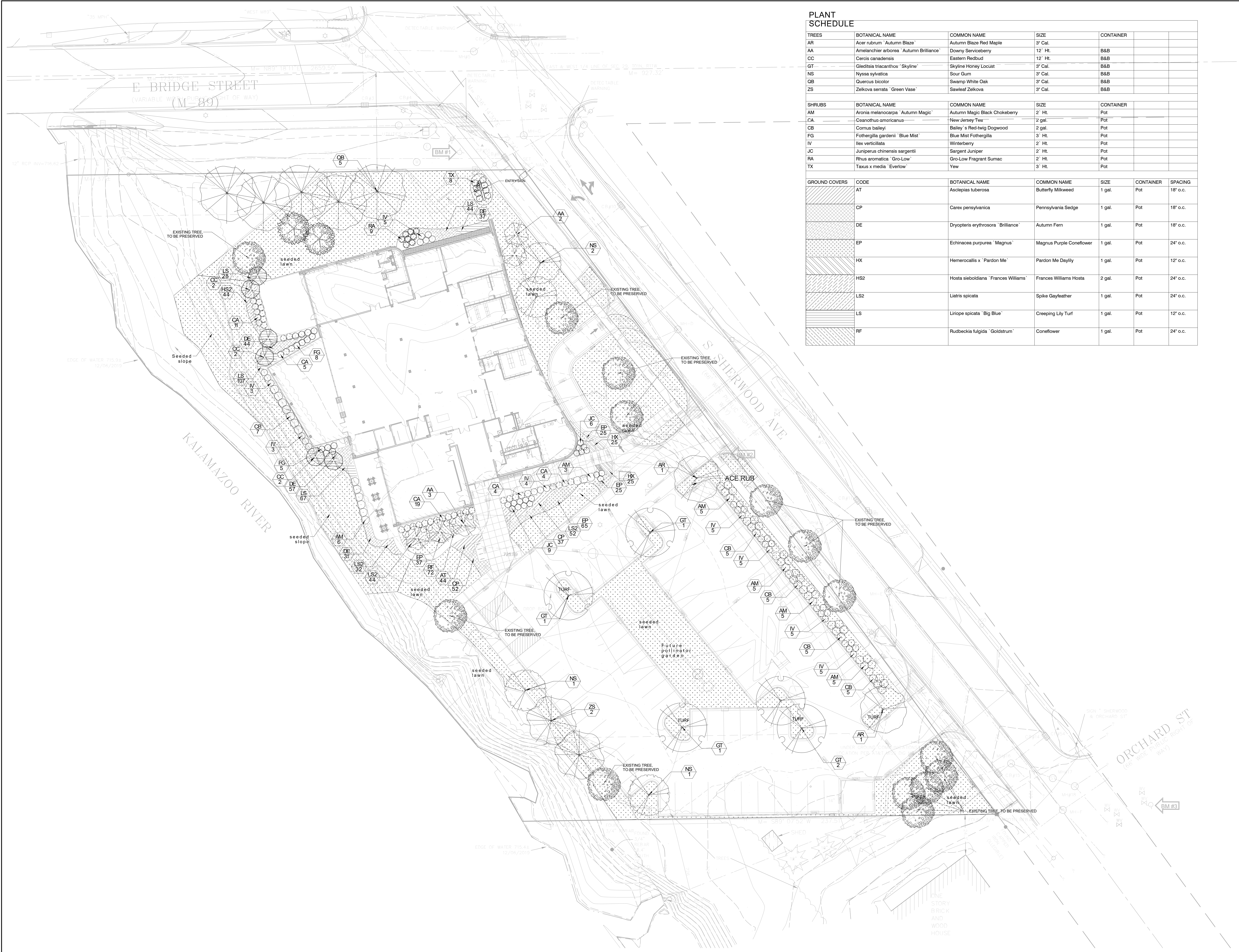
PLAINWELL, MICHIGAN

SHEET TITLE  
**LANDSCAPE SITE PLAN**

SHEET NUMBER  
**L 101**

DATE  
**JUNE 19, 2019**

17-205.00



**PLANT SCHEDULE**

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
AR	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	3" Cal.	
AA	Amelanchier arborea 'Autumn Brilliance'	Downy Serviceberry	12" Ht.	B&B
CC	Cercis canadensis	Eastern Redbud	12" Ht.	B&B
GT	Gleditsia triacanthos 'Skyline'	Skyline Honey Locust	3" Cal.	B&B
NS	Nyssa sylvatica	Sour Gum	3" Cal.	B&B
QB	Quercus bicolor	Swamp White Oak	3" Cal.	B&B
ZS	Zelkova serrata 'Green Vase'	Sawleaf Zelkova	3" Cal.	B&B

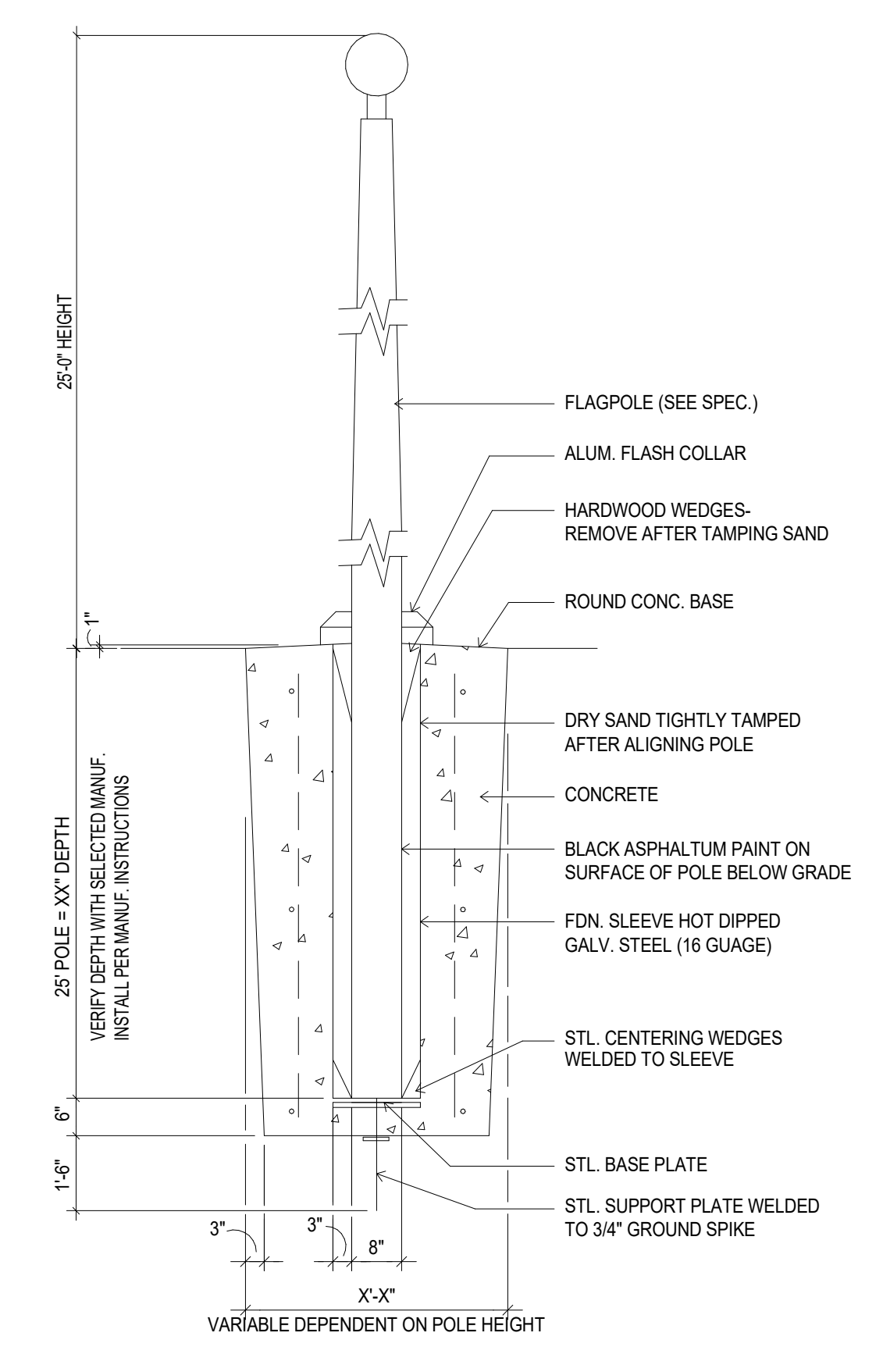
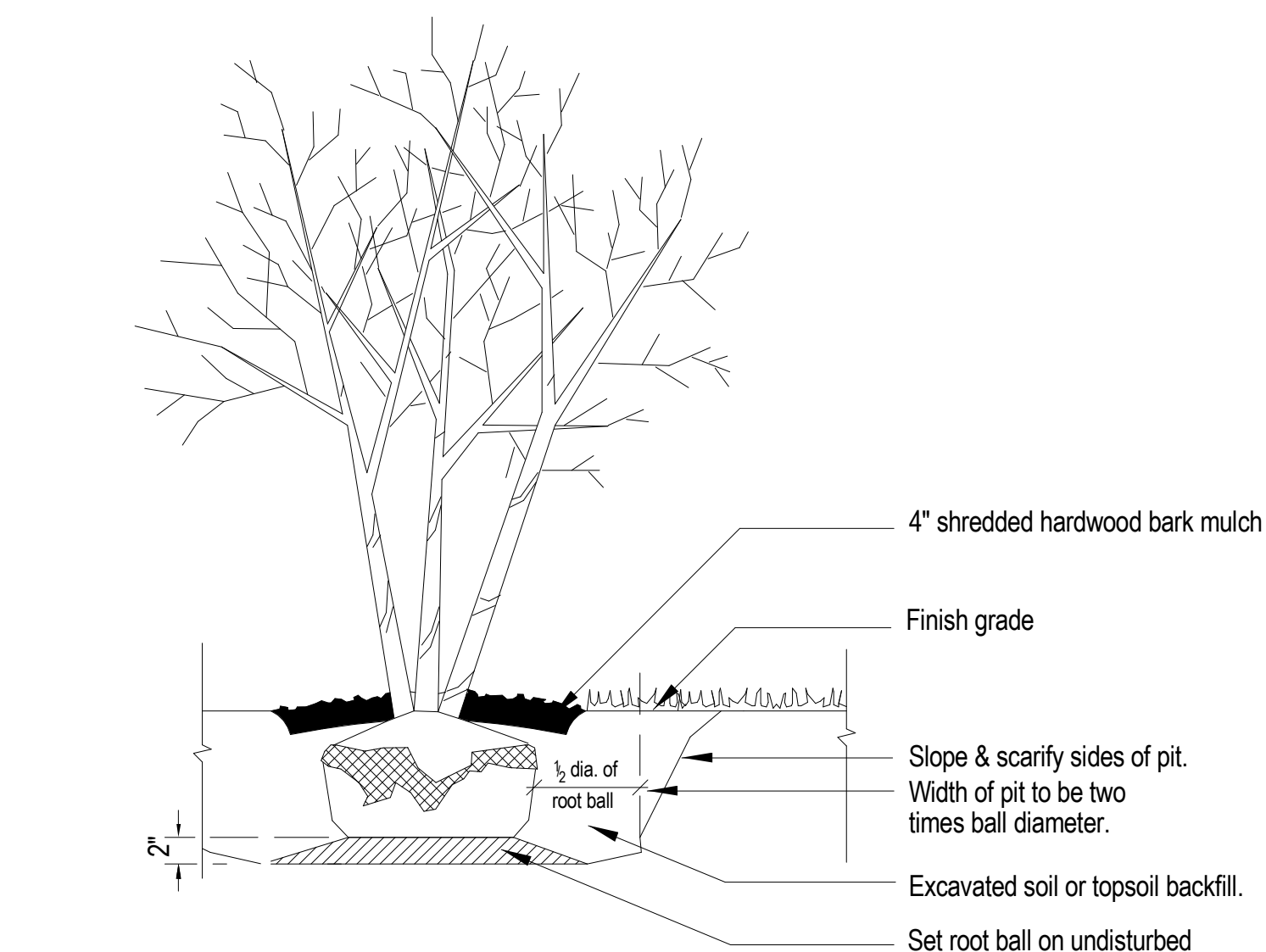
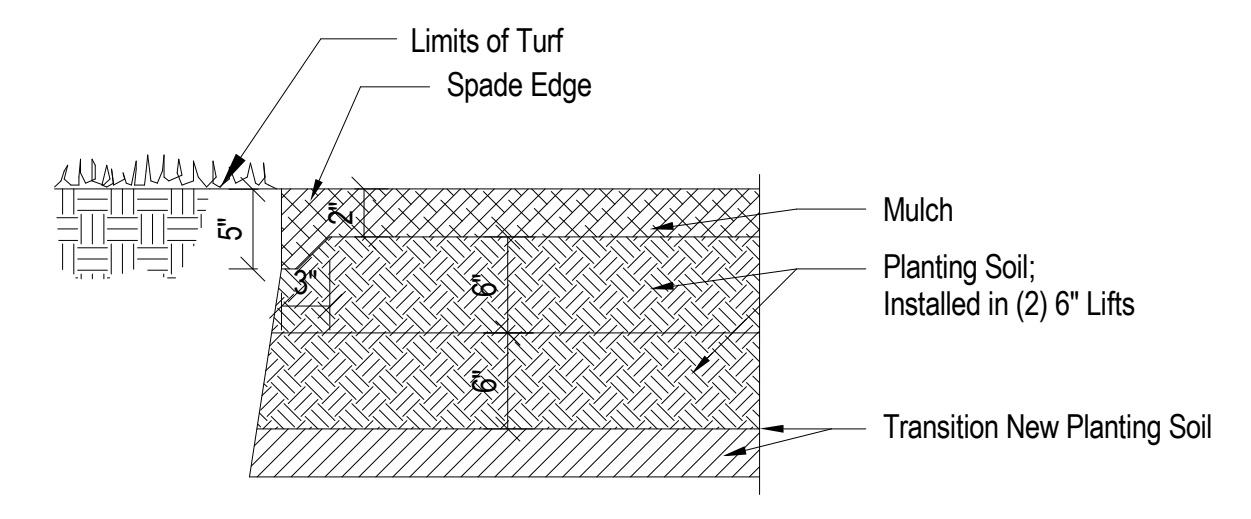
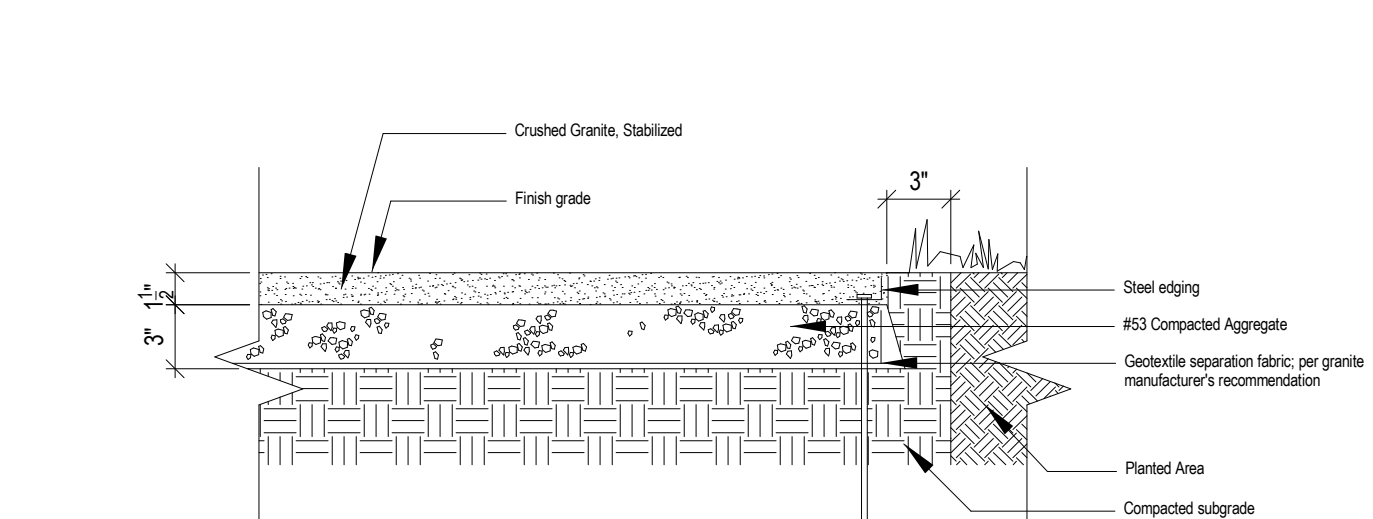
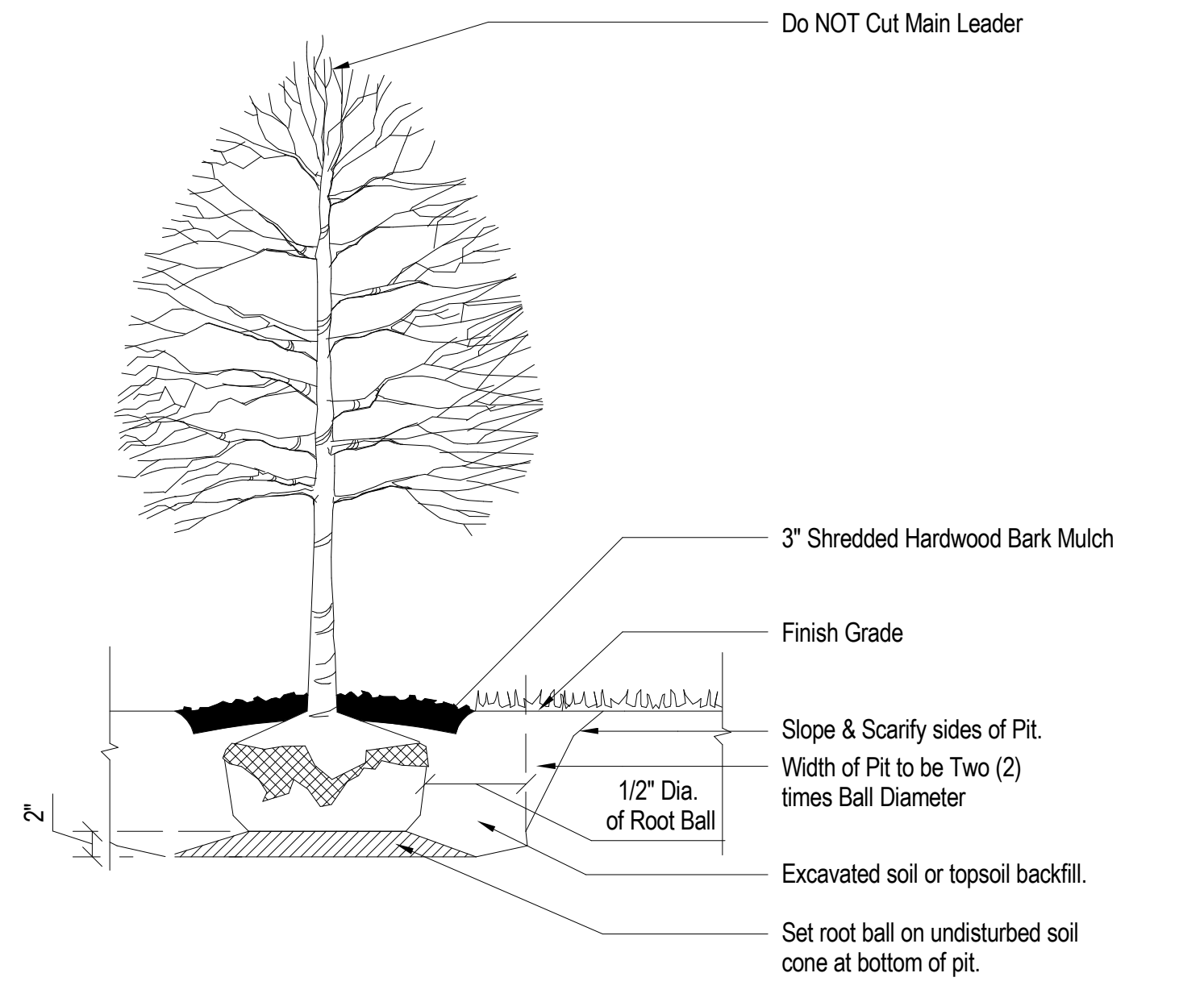
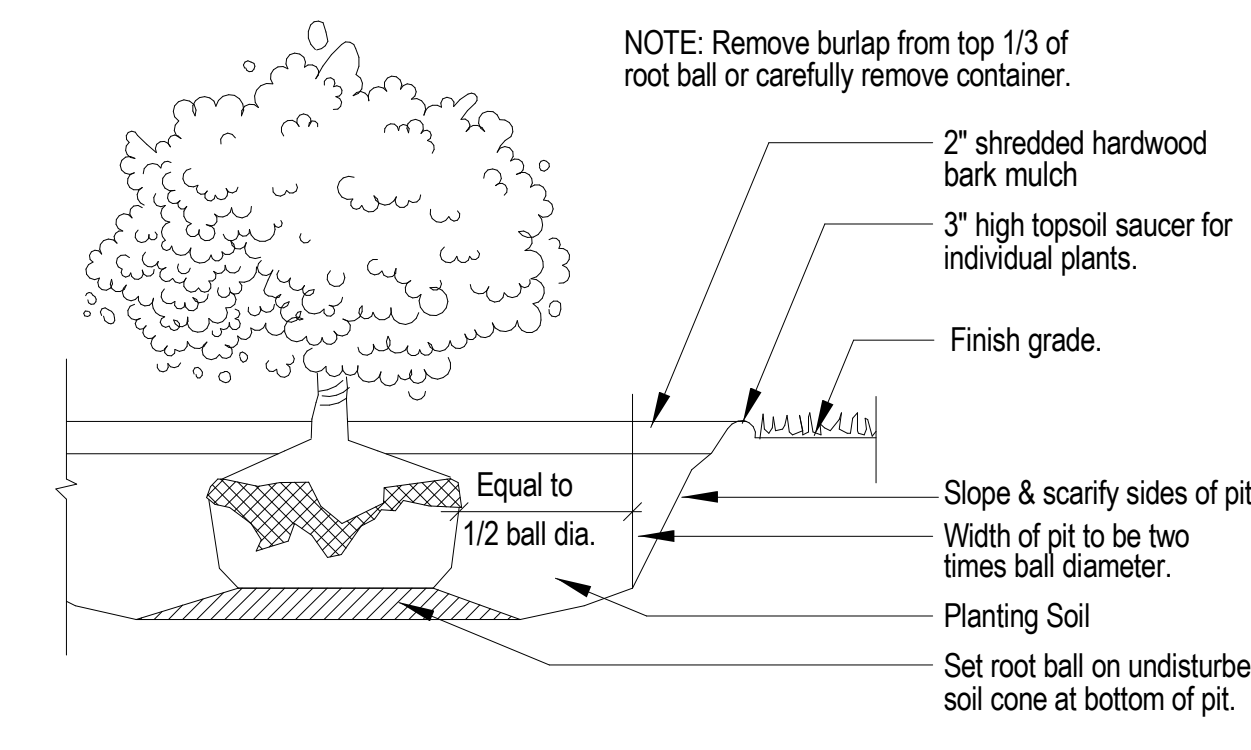
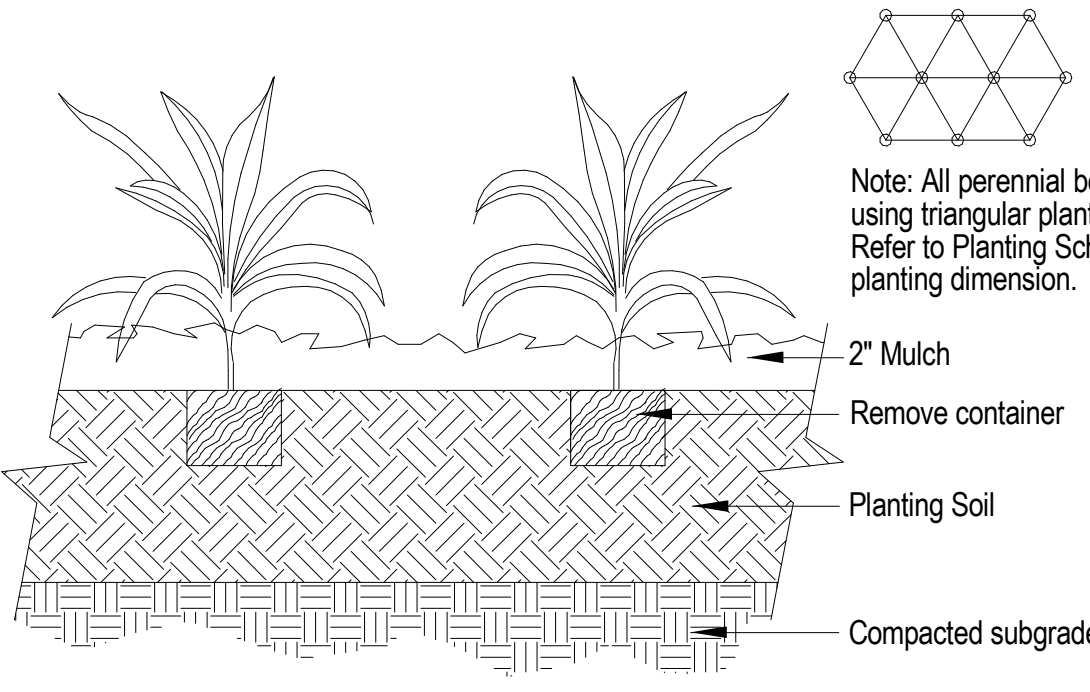
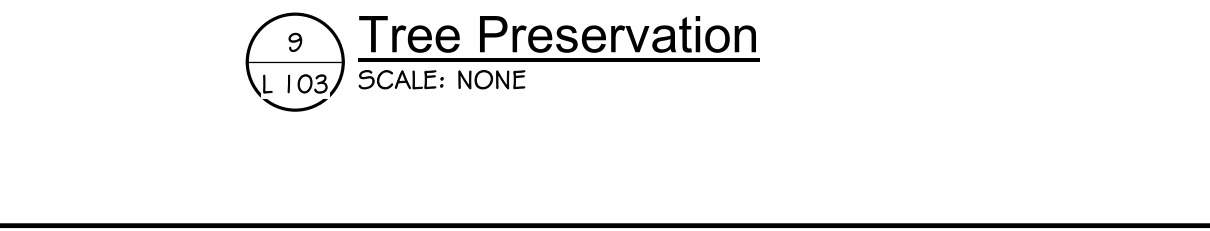
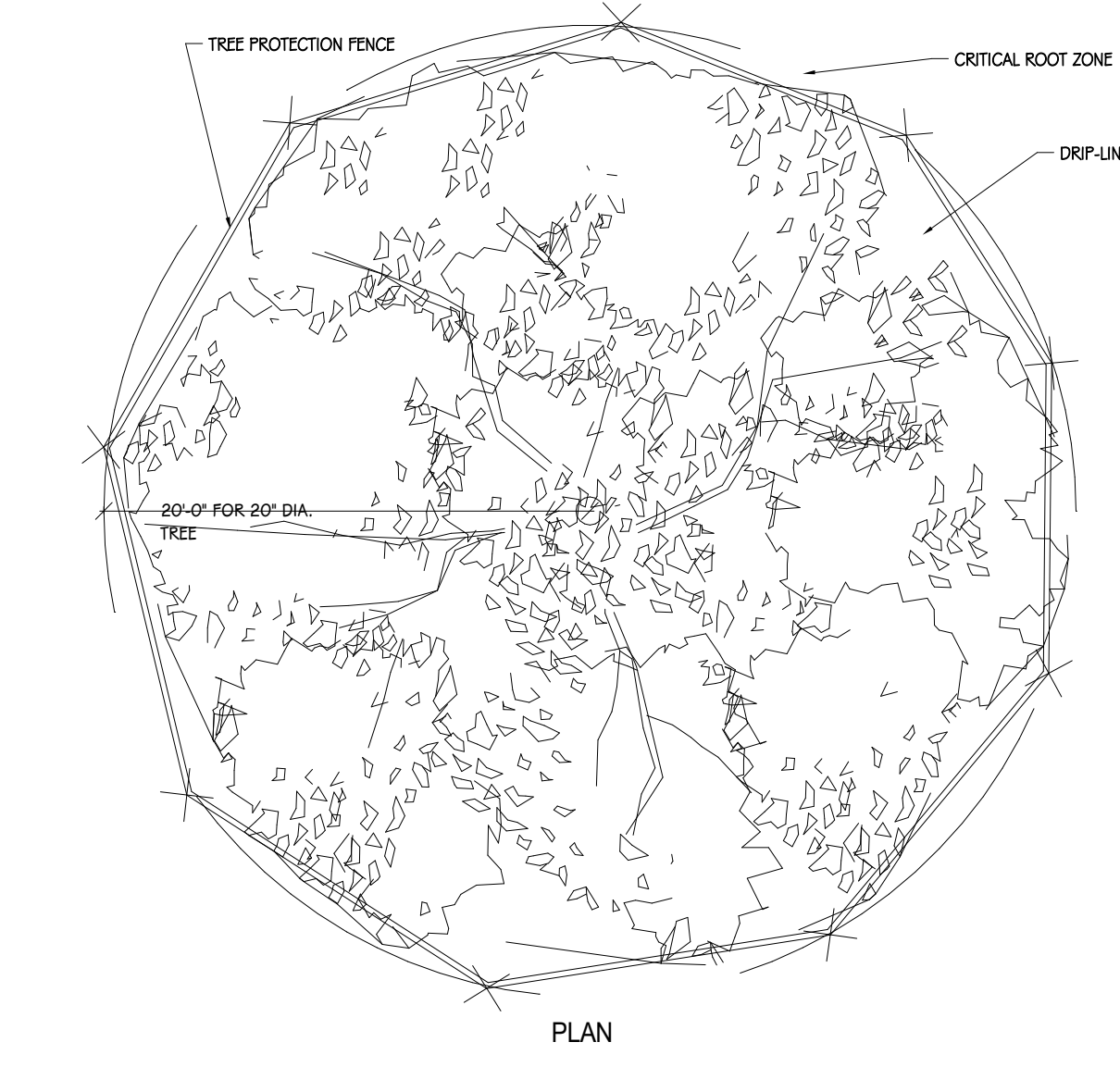
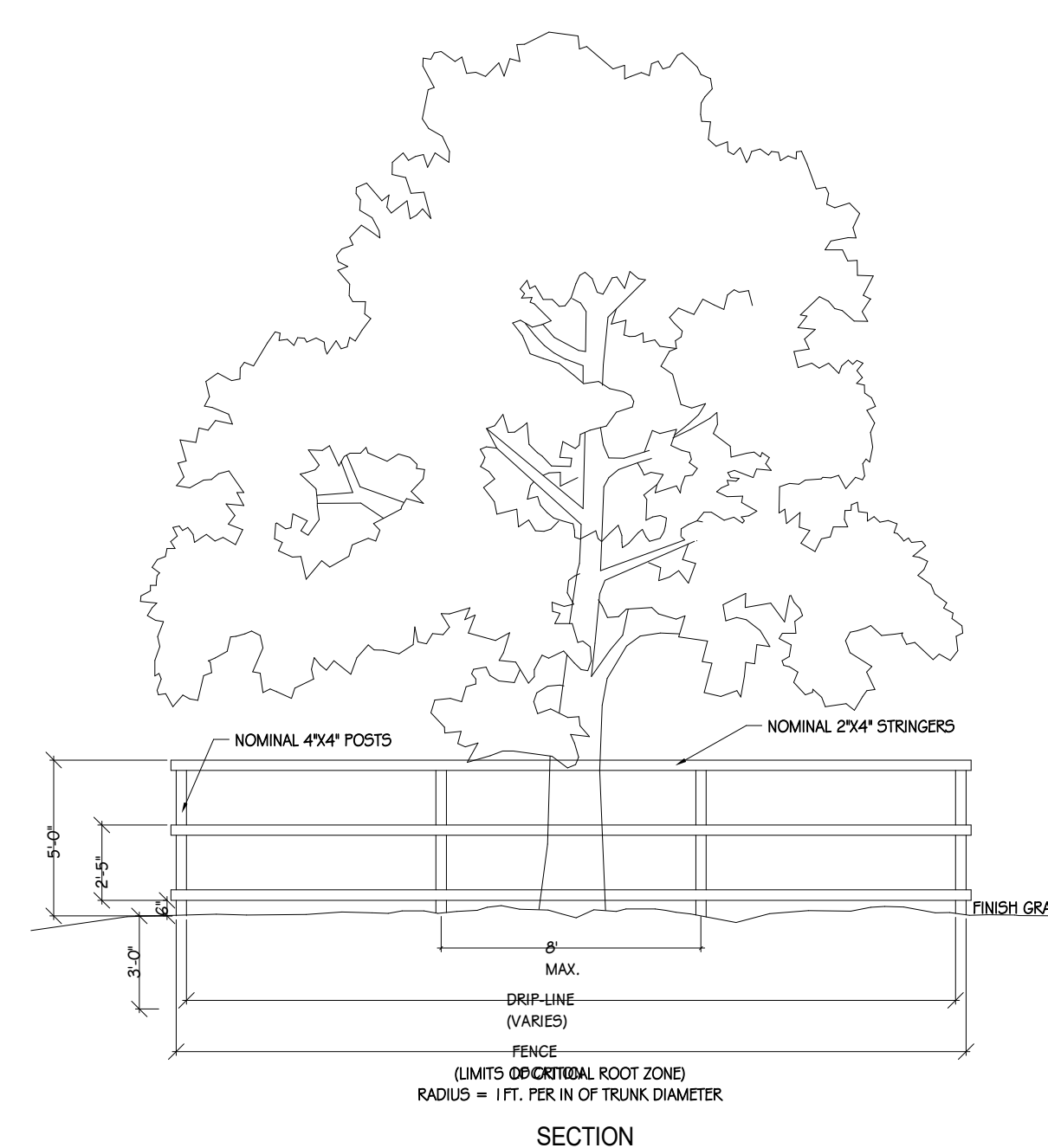
  

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
AM	Aronia melanocarpa 'Autumn Magic'	Autumn Magic Black Chokeberry	2" Ht.	Pot
CA	Ceanothus americanus	New Jersey Tea	2 gal.	Pot
CB	Cornus baileyi	Bailey's Red-twig Dogwood	2 gal.	Pot
FG	Fothergilla gardenii 'Blue Mist'	Blue Mist Fothergilla	3" Ht.	Pot
IV	Ilex verticillata	Winterberry	2" Ht.	Pot
JC	Juniperus chinensis sargentii	Sargent Juniper	2" Ht.	Pot
RA	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	2" Ht.	Pot
TX	Taxus x media 'Everlow'	Yew	3" Ht.	Pot

GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING
[Pattern]	AT	Asclepias tuberosa	Butterfly Milkweed	1 gal.	Pot	18" o.c.
[Pattern]	CP	Carex pensylvanica	Pennsylvania Sedge	1 gal.	Pot	18" o.c.
[Pattern]	DE	Dryopteris erythrosora 'Brilliance'	Autumn Fern	1 gal.	Pot	18" o.c.
[Pattern]	EP	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	1 gal.	Pot	24" o.c.
[Pattern]	HX	Hemerocallis x 'Pardon Me'	Pardon Me Daylily	1 gal.	Pot	12" o.c.
[Pattern]	HS2	Hosta sieboldiana 'Frances Williams'	Frances Williams Hosta	2 gal.	Pot	24" o.c.
[Pattern]	LS2	Liatris spicata	Spike Gayleather	1 gal.	Pot	24" o.c.
[Pattern]	LS	Liriope spicata 'Big Blue'	Creeping Lily Turf	1 gal.	Pot	12" o.c.
[Pattern]	RF	Rudbeckia fulgida 'Goldstrum'	Coneflower	1 gal.	Pot	24" o.c.





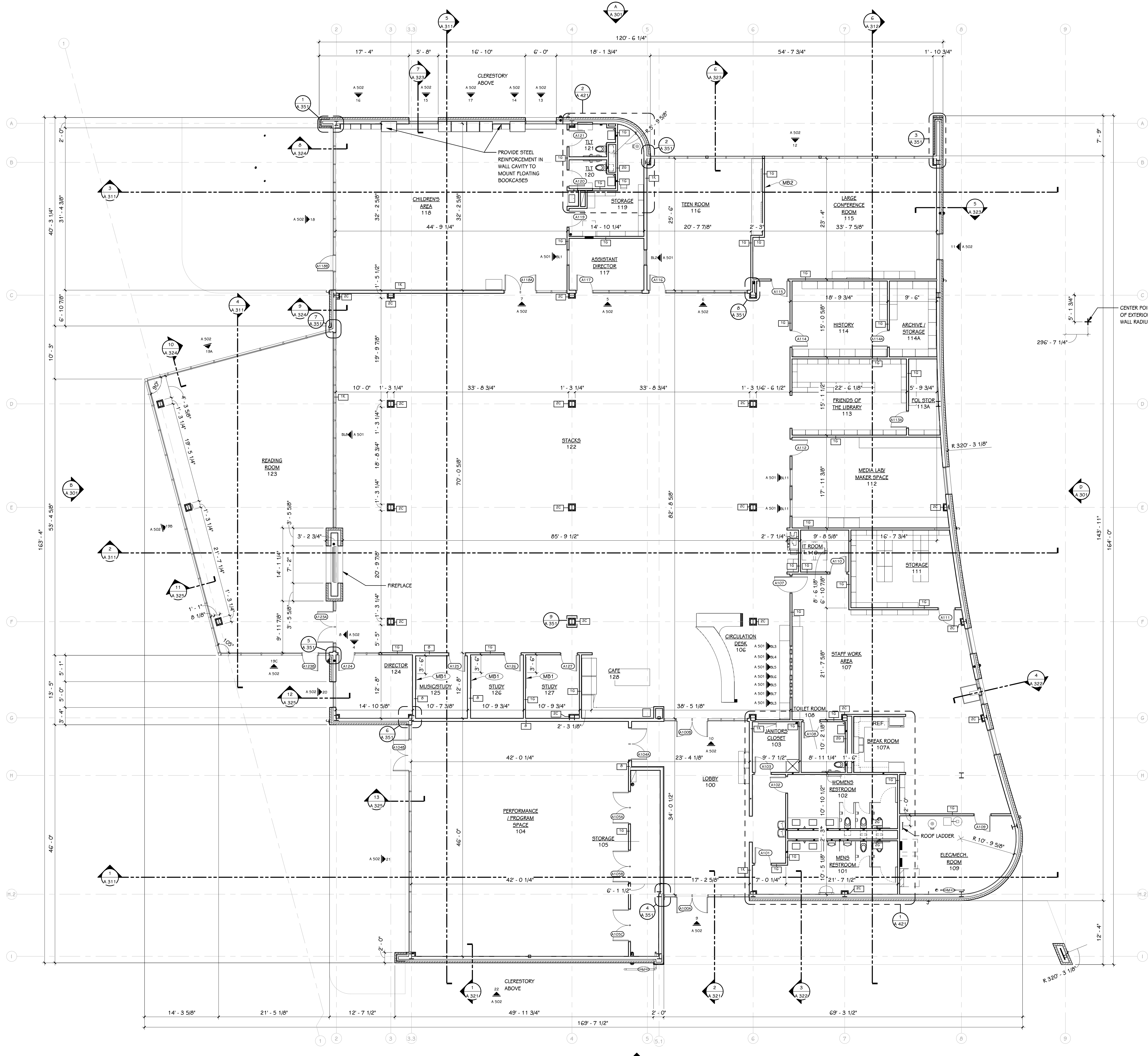
GENERAL NOTES	
1	REFER TO CODE COMPLIANCE PLAN FOR WALL RATING LINES
2	REFER TO FLOOR FINISH PLANS FOR INTERIOR ELEVATION CALLOUTS
3	REFER TO SHEET A 501 FOR WALL AND CEILING ACCESS PANEL INFORMATION

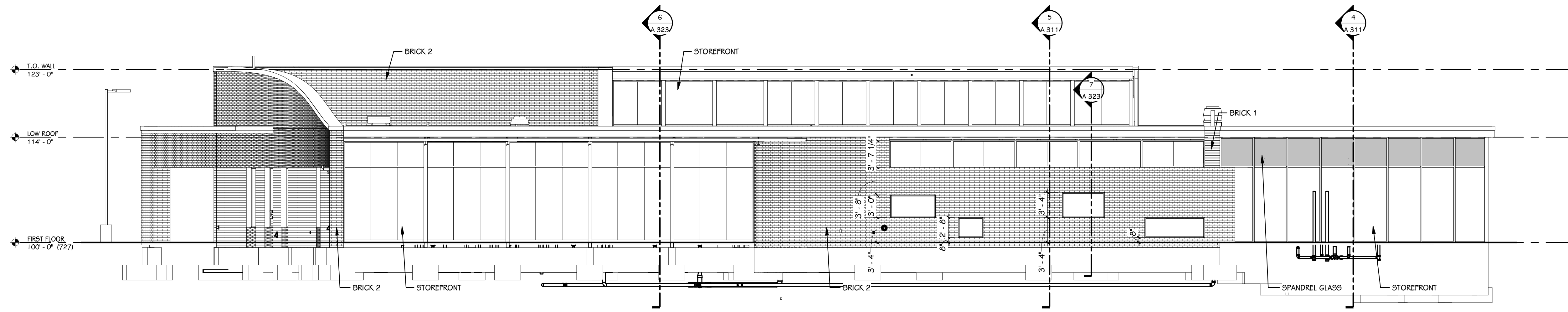
VISUAL DISPLAY BOARD KEY	
MB1	4H x 6W MARKBOARD
MB2	4H x 8W MARKBOARD

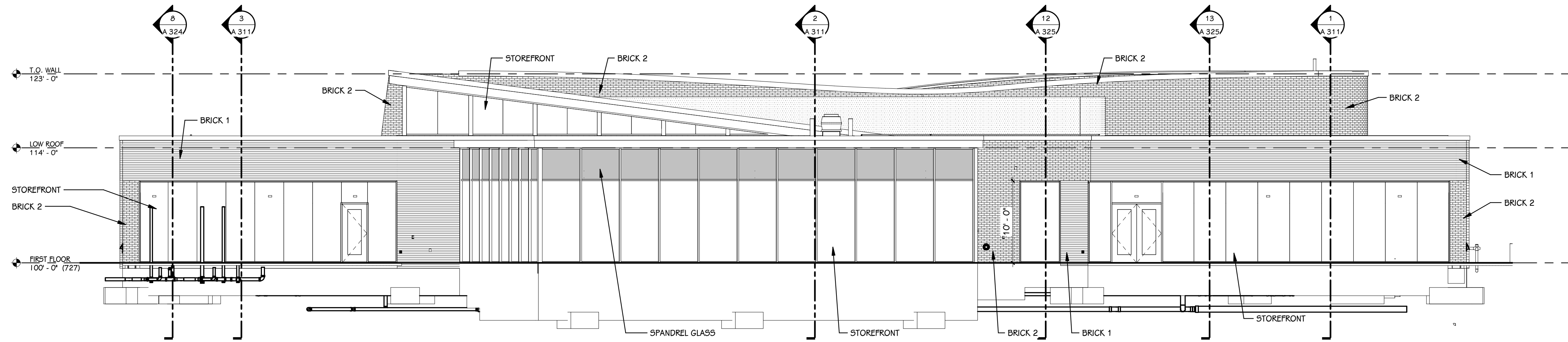
1.	MOUNT VISUAL DISPLAY BOARDS CENTERED ON THE WALL UNLESS NOTED OTHERWISE
2.	MOUNT BOTTOM OF VISUAL DISPLAY BOARDS AT 3'-0" ABOVE FINISHED FLOOR
3.	REFER TO SPECIFICATION FOR ACCESSORIES RELATED TO VISUAL DISPLAY BOARDS



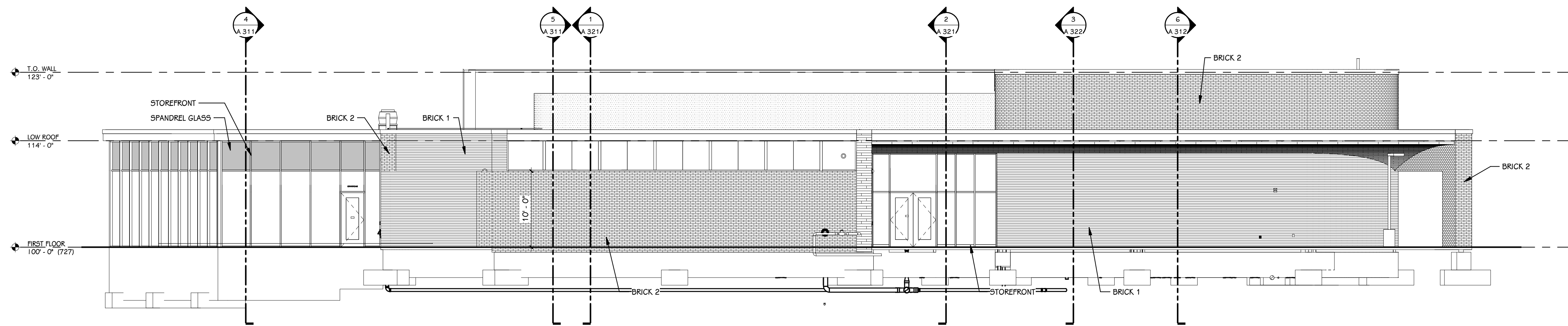
**FIRST FLOOR PLAN**  
 1/8" = 1'-0"



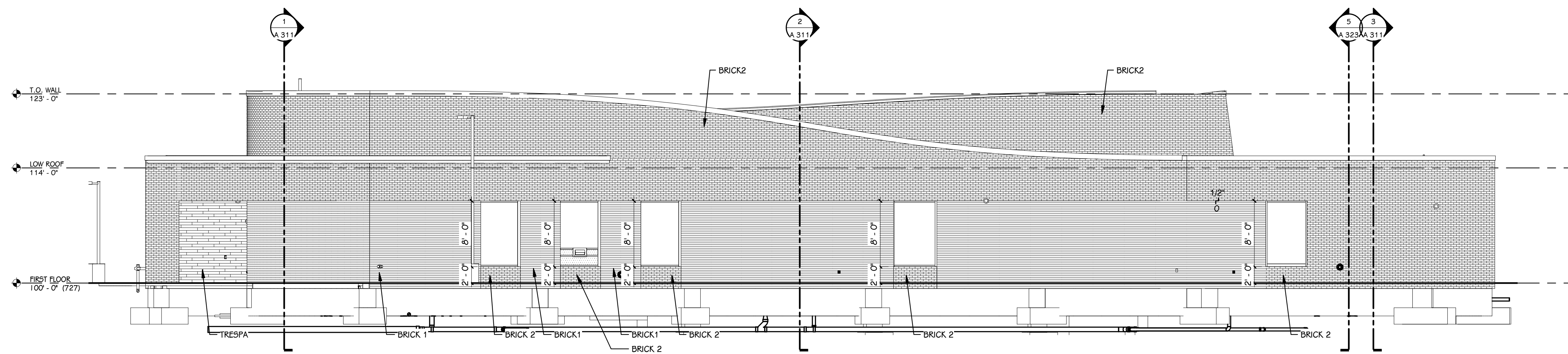
**A**  
A 301  
EXTERIOR ELEVATION - NORTH  
1/8" = 1'-0"



**B**  
A 301  
EXTERIOR ELEVATION - WEST  
1/8" = 1'-0"

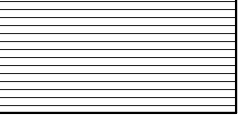
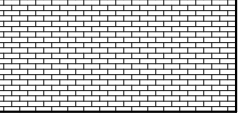
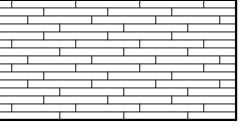


**C**  
A 301  
EXTERIOR ELEVATION - SOUTH  
1/8" = 1'-0"



**D**  
A 301  
EXTERIOR ELEVATION - EAST  
1/8" = 1'-0"

**EXTERIOR ELEVATION KEY**

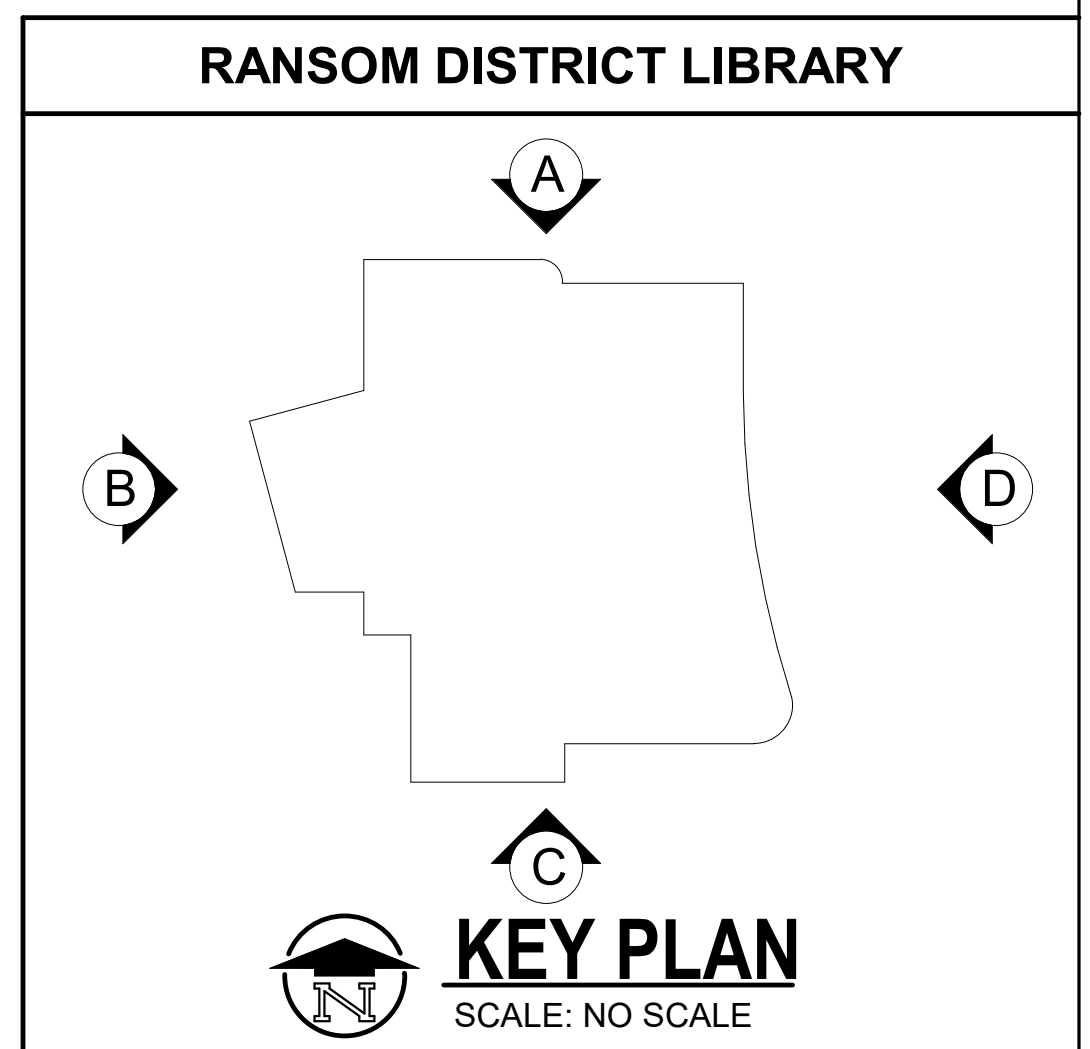
-  BRICK 1 ENDICOTT CLAY PRODUCTS:  
COLOR: MANGANESE IRONSPOT  
MORTAR: 94X IRON BLACK
  -  BRICK 2 ENDICOTT CLAY PRODUCTS:  
COLOR: MANGANESE IRONSPOT  
MORTAR: 97A SUPER BLACK
  -  TRESPA: NWO2 ELEGANT OAK, SATIN
- CJ = CONTROL JOINT, COLOR:

ISSUED FOR DATE

PROJECT TITLE  
NEW RANSOM DISTRICT LIBRARY

OWNER  
RANSOM DISTRICT LIBRARY

Plainwell, Michigan

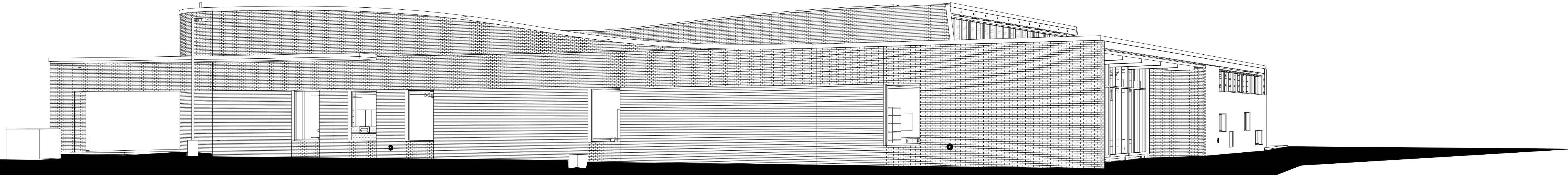


SHEET TITLE  
EXTERIOR ELEVATIONS

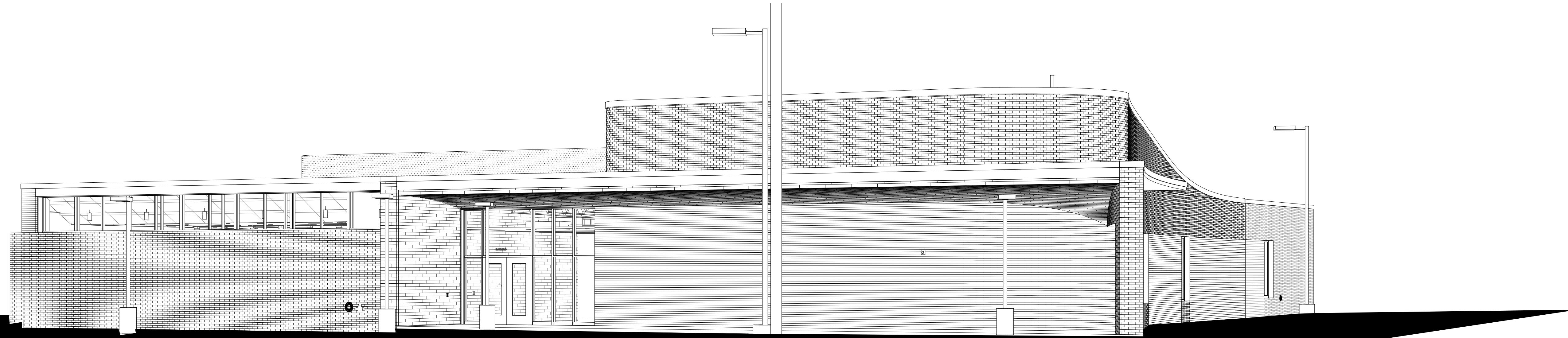
DATE  
JUNE 19, 2019  
SHEET NUMBER  
A 301  
17-205.00



EXTERIOR CHILDRENS ROOM CORNER



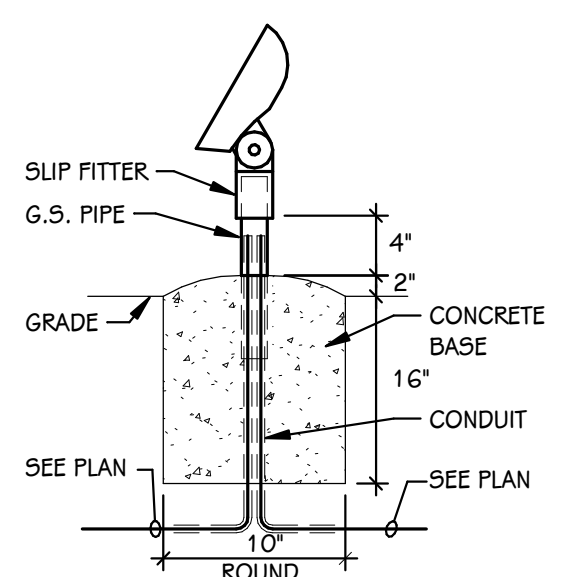
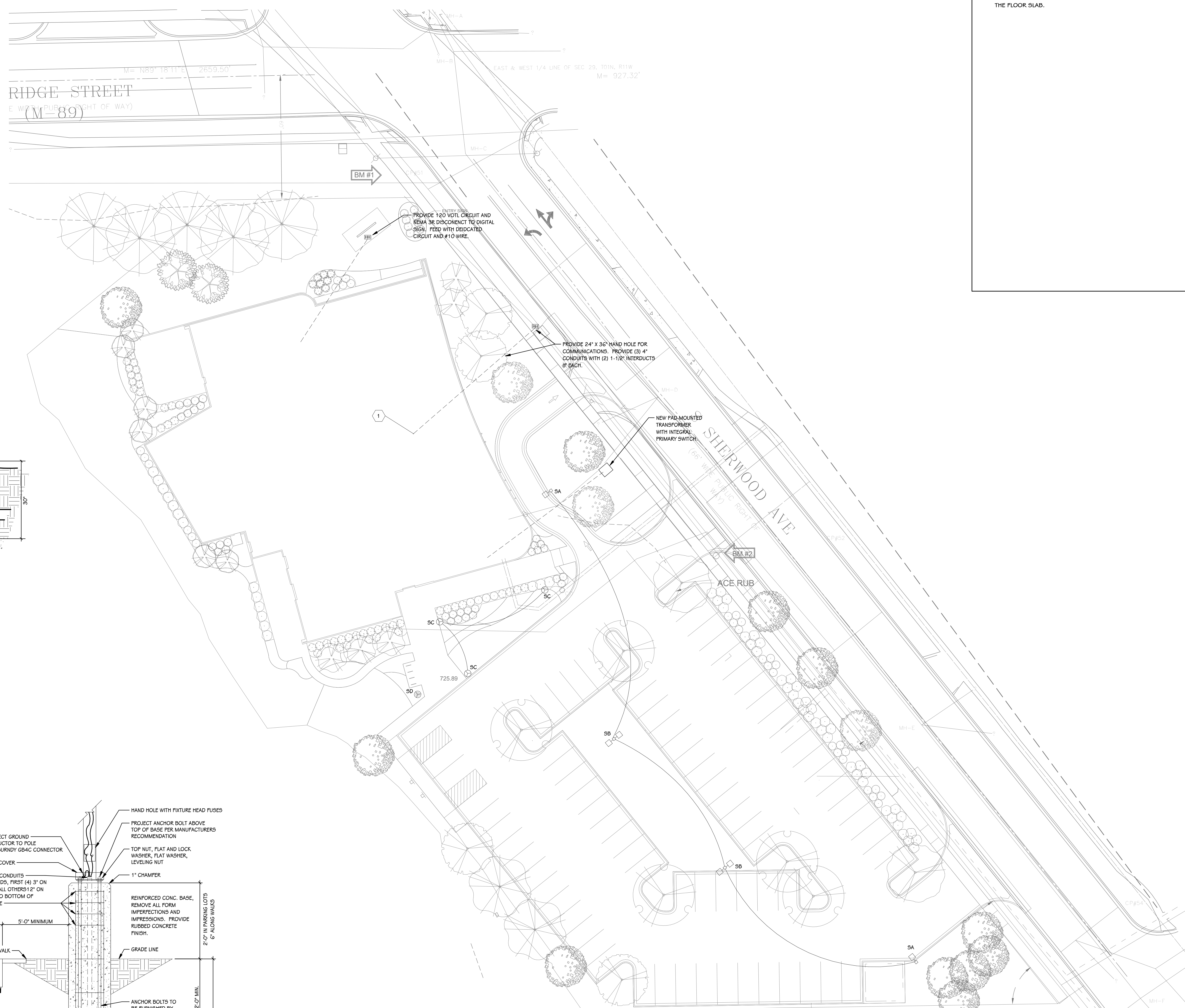
EXTERIOR FRONT CORNER



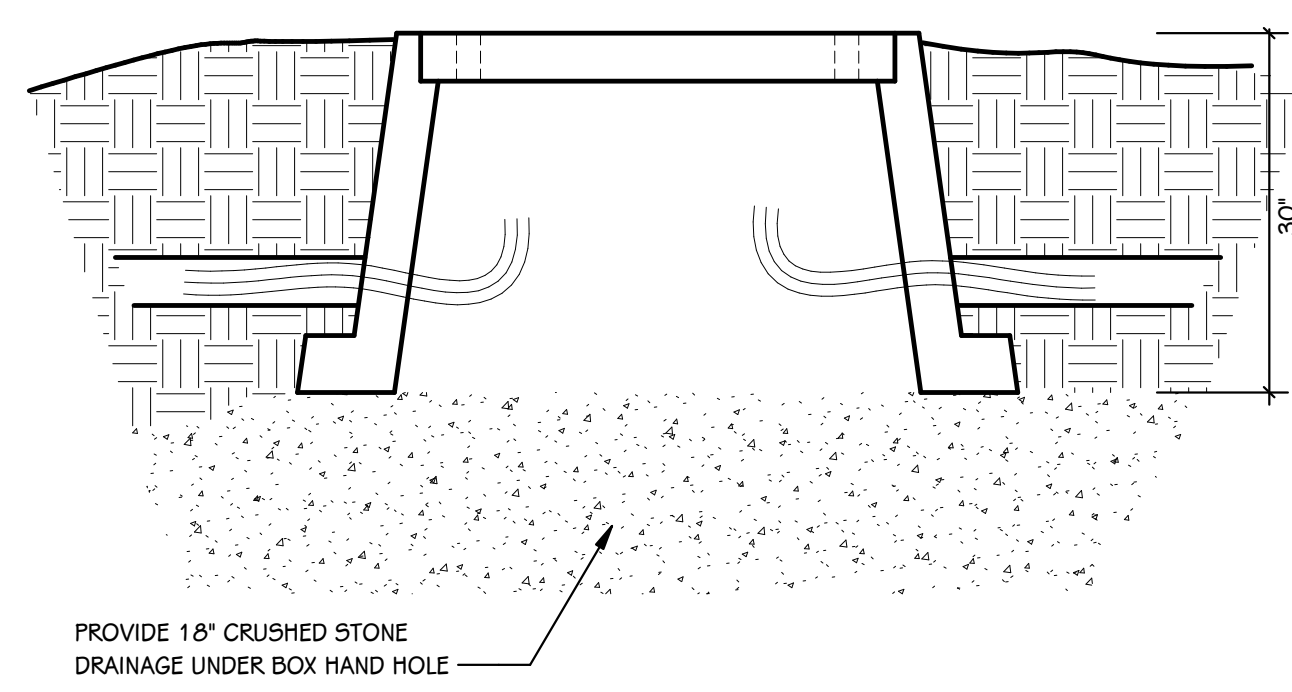
EXTERIOR ENTRANCE

**ELECTRICAL KEYED NOTES**

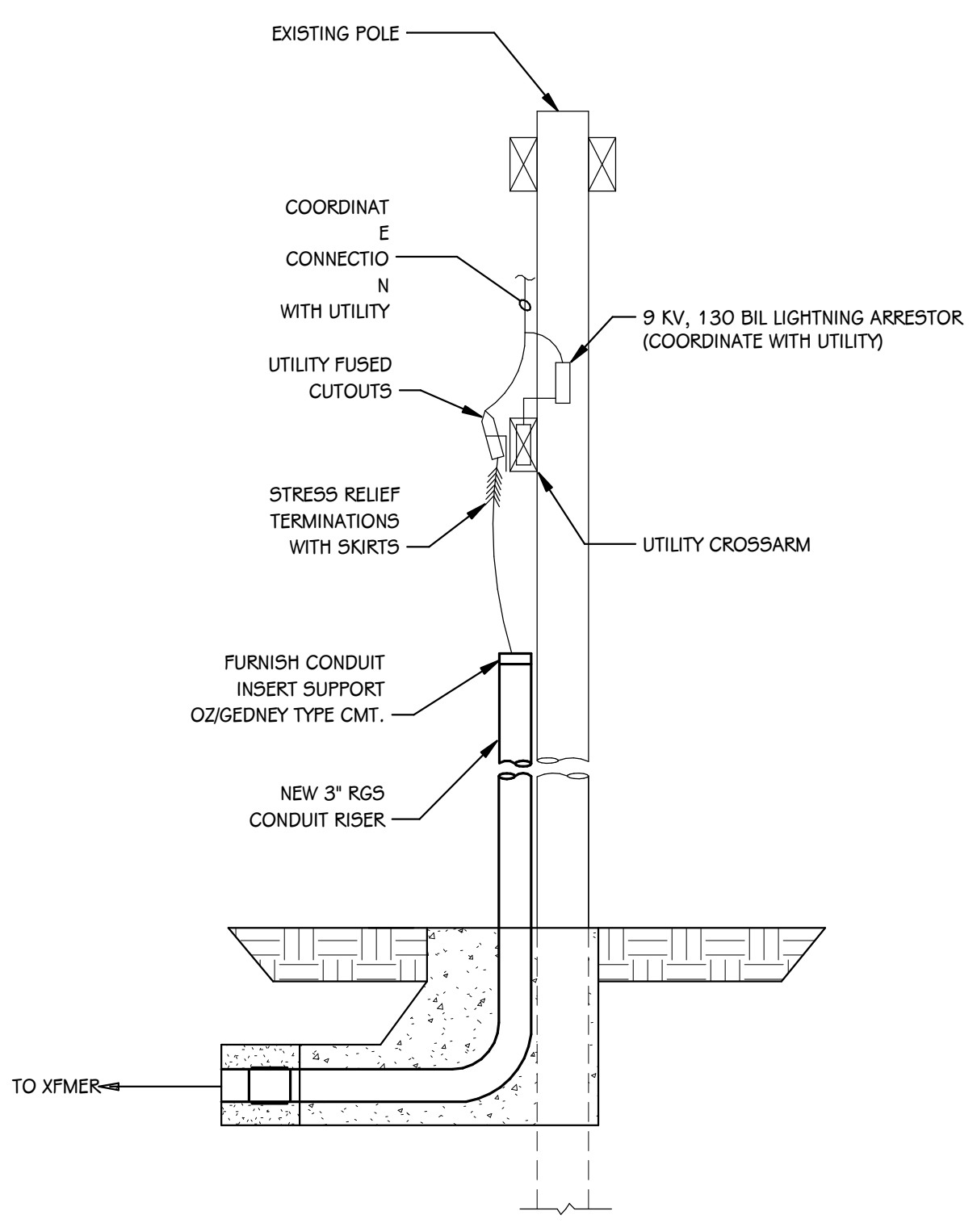
1 PVC CONDUITS SHALL TRANSITION TO RIGID AS THEY PASS THROUGH THE FLOOR SLAB.



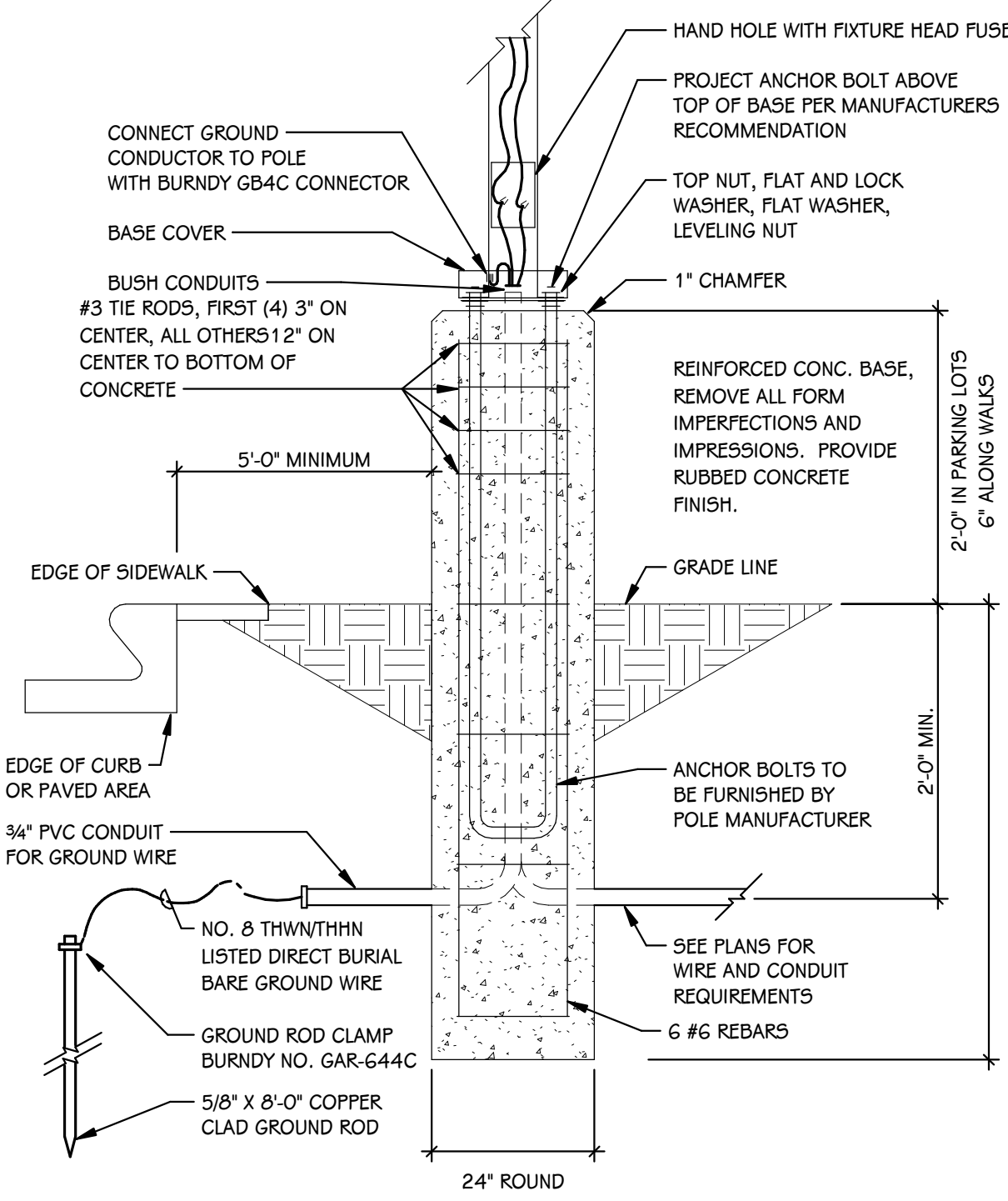
**GROUND MOUNTED LIGHTING BASE**  
 SCALE: NONE



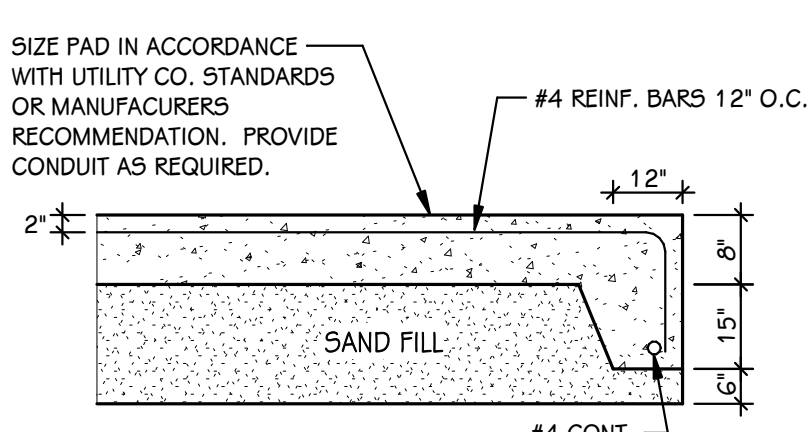
**HAND HOLE DETAILS**  
 SCALE: NONE



**UTILITY POLE DETAIL**  
 SCALE: NONE



**LIGHTING POLE BASE DETAIL**  
 SCALE: NONE





**OUTDOOR TRANSFORMER PAD**  
 SCALE: NONE

**ELECTRICAL SITE PLAN**  
 1" = 20'-0"

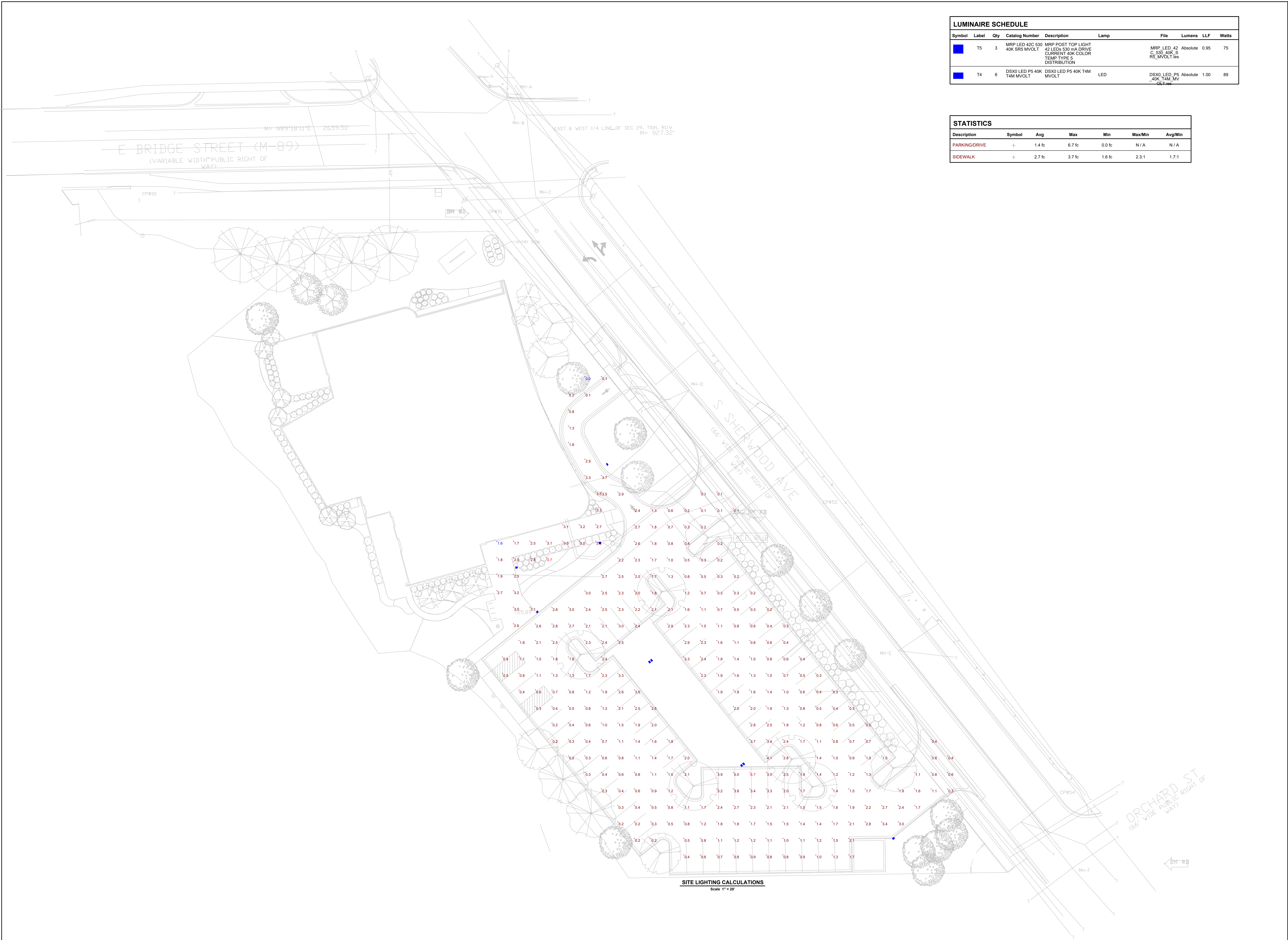
SITE LIGHT FIXTURE SCHEDULE				
TYPE	DESCRIPTION	MOUNTING	WATTS	MANUFACTURER
SA	LED AREA LIGHT ON 20' POLE	20' POLE	89 VA	LITHONIA: DSXO-LED-P5-40K-T4M-MVOLT-PIR W/ 20' ROUND ALUMINUM POLE
SB	DUAL HEAD LED AREA LIGHT ON 20' POLE	20' POLE	178 VA	(2) LITHONIA: DSXO-LED-P5-40K-T4M-MVOLT-PIR W/ 20' ROUND ALUMINUM POLE
SC	LED AREA LIGHT ON 15' POLE	15' POLE	75 VA	LITHONIA: MRP-LED-42C-530-40K-SR5-MVOLT-PNMTDD3 W/ 20' ROUND ALUMINUM POLE
SD	FLAG POLE LIGHT	GROUND	20 VA	HOLMLIGHTING: #DCST-13-UV-L20-K40-FL-L5-FB-GM

RANSOM DISTRICT LIBRARY  
SITE LIGHTING CALCULATIONS

Designer  
SCOTT GARBERICK  
Date  
JUNE 19, 2019  
Scale  
1" = 20'  
Drawing No.

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	T5	3	MRP LED 42C 530 40K SR5 MVOLT	MRP POST TOP LIGHT 42 LEDx 530 mA DRIVE CURRENT 40K COLOR TEMP TYPE 2 DISTRIBUTION		MRP_LED_42_C_530_40K_SR5_MVOLT.tps	Absolute 0.95		75
	T4	6	DSX0 LED P5 40K T4M MVOLT	DSX0 LED P5 40K T4M MVOLT	LED	DSX0_LED_P5_40K_T4M_MVOLT.tps	Absolute 1.00		89

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING/DRIVE	+	1.4 fc	6.7 fc	0.0 fc	N/A	N/A
SIDEWALK	+	2.7 fc	3.7 fc	1.6 fc	2.3:1	1.7:1



SITE LIGHTING CALCULATIONS  
Scale 1" = 20'

**City of Plainwell  
Boards & Commissions  
Appointment List  
July 2019**

**DDA/BRA/TIFA Board**

**4-year term**

David O'Bryant

06/2022 (assuming Tracee Dunlop's term)

**Current Vacancies**

Compensation Commission – 1 vacancy

**Resolution 19-18**

**TO AMEND AND RESTATE THE  
CITY OF PLAINWELL  
FLEXIBLE BENEFITS PLAN 501**

The undersigned, City Council (the "Employer"), hereby adopt the following Resolution and directs that this Consent Resolution be entered in the minute books of the Employer.

WHEREAS, the Employer previously adopted a Code Section 125 Cafeteria Plan of the Internal Revenue Code of 1986, referred to as the Flexible Benefit Plan (Plan 501) , and;

WHEREAS, Article XI of the Plan allows the Employer to amend the Plan, and;

WHEREAS, this amendment and restatement shall be effective as of August 1, 2019, and;

WHEREAS, this amendment removes the language relating to City contributions to Medical Flexible Spending Account, and;

WHEREAS will give further clarity to Non-Elective contributions for the Health Savings Account as well as updates to the Summary Plan Description.

NOW, THEREFORE, BE IT RESOLVED that the Plainwell City Council has hereby reviewed the attached amendment and does hereby approves the restatement and adoption of the amendment to the Plan Document and the Summary Plan Description as set forth therein;

BE IT FURTHER RESOLVED, that the officers of the Employer are authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

Yeas:

Nays:

Absent:

**RESOLUTION DECLARED ADOPTED:**

**CERTIFICATION**

As its Clerk/Treasurer, I Brian Kelley certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Plainwell, Allegan County, Michigan, at a regular meeting held on Monday, July 22, 2019.

Date:

\_\_\_\_\_  
Brian Kelley, Clerk/Treasurer



# City of Plainwell



“The Island City”

Rick Brooks, Mayor  
Brad Keeler, Mayor Pro-Tem  
Lori Steele, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, Council Member

Department of Administrative Services  
211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821  
Fax: 269-685-7282  
Web Page Address: [www.plainwell.org](http://www.plainwell.org)

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To: Erik Wilson  
From: Sandra Lamorandier, Personnel Manager  
Subject: Amend and Restate the Flexible Benefit Plan  
Date: July 18, 2019

Attached is a Summary of Material Modifications (SMM) which outlines the changes to be made in the City of Plainwell Flexible Benefit Plan document. American Fidelity is has made our changes in our plan document and is being present here.

I am looking for the council to approve amending our Flexible Benefits Plan to incorporate the changes outlined in the SMM.

**SUMMARY OF MATERIAL MODIFICATIONS TO  
THE CITY OF PLAINWELL FLEXIBLE BENEFIT PLAN  
(the “Plan”)**

*This document summarizes important changes to your Flexible Spending Account Plan (the “Plan”). If you have any questions regarding the changes summarized in this Summary of Material Modifications (“SMM”), you should contact the Personnel Department. You should keep a copy of this SMM with your Summary Plan Description for future reference.*

Effective August 1, 2019 the following changes have been made:

Non-Elective Contributions:

For HSA eligible active employees enrolled in the employer medical coverage, the city will contribute \$2400 for a single and \$4800 for a family in August of each year, *prorated if less than 12 months*. If there is need for additional funds the city will reimburse *the least of maximum amount allowed by the IRS or maximum out of pocket per medical coverages*.

***REMOVE: For HSA ineligible active employees enrolled in the employer medical coverage AND a Medical FSA account, the Employer agrees to contributed to the FSA an amount equal to the amount contributed by the employee (subject to the maximum of the amount contributed to HSA eligible employee with similar coverage), or the IRS maximum allowable, whichever is lesser.***

Medical Expense Reimbursement Plan:

Maximum Coverage **\$5,400.00**

**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	CITY OF PLAINWELL
<b>Address:</b>	211 N MAIN ST PLAINWELL, MI 49080
<b>Employer Identification Number:</b>	38-6004724
<b>Nature of Business:</b>	GOVERNMENT
<b>Name of Plan:</b>	CITY OF PLAINWELL FLEXIBLE BENEFIT PLAN
<b>Plan Number:</b>	501

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	September 1, 1996
<b>If Amendment to existing plan, effective date of amendment:</b>	August 1, 2019

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of the month following 30 days of service.
<b>Minimum Hours:</b>	All employees with 20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
<b>Age:</b>	Minimum age of 18 years.

**D. PLAN YEAR**

The current plan year will begin on August 1, 2019 and end on July 31, 2020. Each subsequent plan year will begin on August 1 and end on July 31.

**E. EMPLOYER CONTRIBUTIONS**

**Non-Elective Contributions:**

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a Non-Elective Contribution as shown in the Enrollment Material. If an employee opts out of coverage, he/she may receive \$2700 per year as taxable cash.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

For HSA eligible active employees enrolled in the employer medical coverage, the city will contribute \$2400 for a single and \$4800 for a family in August of each year, prorated if less than 12 months. If there is need for additional funds the city will reimburse the least of maximum amount allowed by the IRS or maximum out of pocket per medical coverages.

For active employees with adult children on the employer medical plan, the Employer agrees to give the employee the option to elect a portion of the City- provided HSA contribution to be taken as taxable income to cover the adult child's out-of-pocket expenses.

**Elective Contributions  
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$25000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Priority Health  
American Fidelity Assurance Company Accident Only Plan  
Aflac Accident, Hospital Indemnity, Personal Sickness & Specified  
Health Event**

Eligibility Requirements for Participation, if different than Item C.

**Priority Health: All employees at hire with 40 hours of service or more each week, excluding seasonal & temporary employees.**

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company C-11 and subsequent  
policies  
Aflac**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Delta Dental  
VSP**

Eligibility Requirements for Participation, if different than Item C.

**Delta Dental: All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.**

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

**Madison National Life  
American Fidelity Assurance Company**

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, **may not** exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

**Madison National Life: All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.**

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ **0.00** per Plan Year

Maximum Contribution - \$ **5000.00** per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Eligibility Requirements for Participation, if different than Item C.

**All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.**

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ **0.00** per Plan Year

Maximum Coverage - \$ **5400.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event may the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: **American Fidelity Assurance Company**

Restrictions: **N/A**

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan are elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Eligibility Requirements for Participation, if different than Item C.

**All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.**

- 8. Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **As designated by the employee and mutually agreed upon by the employer.**

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

**Vision and Dental**

If the Plan includes the limitation on expenses, a Participant's carryover amounts (when applicable) will be treated as an election for a limited Medical Reimbursement Plan for the carryover amounts for any plan year for which the participant has elected a Health Savings Account for that plan year.

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual



who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).

- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

**The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Michigan. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.**

**This Plan is hereby adopted** 06/28/2019 | 3:16 PM CDT.

**CITY OF PLAINWELL**  
**(Name of Employer)**

**By:** DocuSigned by:  
**Sandra Lamorandier**  
808EF3B1DE9F4EA...

**Title:** Personnel Manager

**APPENDIX A**

**Related Employers that have adopted this Plan**

**Name(s):**  
N/A

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**  
**PD0717sw 124049 6/27/2019 7:44 AM**

## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02A **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:  
(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

- 2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.
- 2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### SECTION III

#### ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent.

Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
- (c) The date of termination of the Plan; or
- (d) The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.05 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.06 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## SECTION IV

### CONTRIBUTIONS

- 4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
  - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
  - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
  - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
  - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.
- (b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that



the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering

similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

## SECTION V

### GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## SECTION VI

### DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.
- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## SECTION VII

### GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## SECTION VIII

### MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated

for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- (e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in

which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- (k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
  - the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
- (i.) Drugs or medicines that require a prescription;
  - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription;
  - and
  - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.



- (a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- (b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- (c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
  - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- (d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in

Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 **GRACE PERIOD:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 **Carryover:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 **QUALIFIED RESERVIST DISTRIBUTIONS:** Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

## **SECTION IX**

### **DEPENDENT CARE REIMBURSEMENT PLAN**

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
- (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
- (d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more

than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

(a) "Dependent" (for purposes of this Section IX) means any individual who is:

- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

(b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

- (i) provides care for more than six individuals (other than individuals who reside at the facility);
- (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
- (iii) satisfies all applicable laws and regulations of a state or unit of local government.

(c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

- (i) incurred for the care of a Dependent of the Participant or for related household services;
- (ii) paid or payable to a Dependent Care Service Provider; and
- (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or

- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## SECTION X

### HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- (a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
  - (b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.
- 10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.
- 10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

## SECTION XI

### AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## SECTION XII

### ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
  - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
  - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;



2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which ~~is~~ means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### SECTION XIII

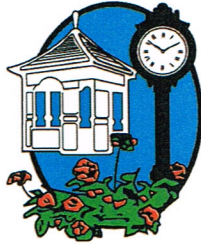
#### MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
  - (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

**PD 0217sw**

# City of Plainwell



211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821  
Fax: 269-685-7282  
Web Address: [www.plainwell.org](http://www.plainwell.org)

Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, Council Member

"The Island City"

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To: Erik Wilson, Brian Kelley  
From: Robert Nieuwenhuis  
Subject: Water Fund 2019  
Date: July/17/2019

This Memo is to ask Council for permission to overhaul well #4 pump, motor and base. The City has its wells tested annually by Peerless Midwest. During this annual testing well #4 showed the need for overhaul. This was going to be a 2020 project until the base of the well started leaking. I am asking to get the well overhauled before its planned time, due to a leak that could cause more problems if it worsens. Peerless has asked us to budget \$25,000 for this project as a do not exceed number. Peerless will be able to get us an accurate number after the well motor has been pulled out, tore down, and inspected. This project is estimated to take two weeks.

Peerless Midwest has been the City of Plainwell's water well contractor for a number of years. Peerless has always done quality and timely work for our City. They have a long history with the City and lots of knowledge of our wells. With that being said I recommend Peerless Midwest for the well #4 overhaul contract.

DPW Superintendent  
Robert Nieuwenhuis



Peerless Midwest is now  
SUEZ Advanced Solutions

April 19, 2019

Mishawaka, IN / 574.254.9050  
Westfield, IN / 317.896.2987  
Ionia, MI / 616.527.0050  
Fenton, MI / 810.215.1295  
Lombard, IL / 630.708.3212  
Boulder, CO / 574-286-0765  
Littleton, CO / 303-968-7920  
Canton, OH / 330-592-4146

City of Plainwell  
Department of Public Works  
126 Fairlane St  
Plainwell, MI 49080

Attn: Mr. Bob Nieuwenhuis  
Superintendent

RE: # 4 Well

Dear Bob:

Following up on our meeting of 4/18/19, we are pleased to furnish the estimate for the overhauling of the # 4 well pump and motor.

I went through the history of this pump in the preparation of this estimate. I found that the original bowl assembly castings from 1999 are still in service. This well pump was upgraded in 1999 for 500 GPM of additional capacity. So, we should plan for complete replacement of the bowl assembly this time around should it be needed.

With this in mind, please budget \$25,000 for the overhauling project of the # 4 well pump and motor. We can firm the pricing up once the equipment has been pulled out, tore down, and inspected.

Per our discussion, we understand that you will be ready for this work sometime after 7/1/19.

We appreciate this opportunity. Please let us know if you should have any questions on this information, or if we can be of assistance to you in any way.

Very truly yours,  
PEERLESS-MIDWEST, INC.

Michael J. Williams  
MJW/mmb

[www.peerlessmidwest.com](http://www.peerlessmidwest.com)

55860 Russell Industrial Parkway, Mishawaka, IN 46545 Phone (574) 254.9050 Fax (574) 254.9650

# Clark Technical Services

1856 South Broadway Road  
Hastings, Michigan 49058

269.945.3806  
tclark@clarktechnical.com

32-0273206

## Quotation 89

Date 07.17.2019

### City of Plainwell

211 N. Main Street  
49080 - Plainwell (Michigan), USA

City Hall firewall - Up to 900 mbps internet

Time and Materials \$10,051.25  
Balance Due \$10,051.25 USD

### Line Items

Product code	Net price	Qty./Hours	Description
CDWG	\$5,497.50	1	Cisco Firepower 2110 ASA Appliance, 1U
CDWG	\$880.00	1	Cisco Support and Hardware coverage - SNTC-8X5XNBD Cisco Firepower 2110 ASA Appliance, 1U
CDWG	\$208.75	1	Cisco AnyConnect Plus License, 3YR, 25-99 Users
CTS-VPN-STD	\$1,320.00	1	Configure Virtual Private Network (VPN)
CTS-SSL-VPN	\$165.00	1	Install and configure SSL certificate for VPN on firewall
CTS-INF-ENT	\$1,980.00	1	Install and configure network firewall - enterprise



# **PLAINWELL PUBLIC SAFETY**

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Police, Fire and Medical First Responder Services

# **MONTHLY REPORT**

## **June 2019**

**Prepared by Director Bill G. Bomar**

A handwritten signature in black ink, consisting of the letters "B" and "G" intertwined.



# Plainwell Department of Public Safety

## Scheduled Hours By Activity for June 2019

**The categories listed below are based on law enforcement related activities and the hours that scheduled road patrol personnel spend in the 4 major areas.**

### TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

The Hours officers are scheduled for road patrol or other uniformed functions. These are fixed shifts which generally carry assigned duties.

Totals of all the below mentioned areas.

### HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

The Hours Scheduled for criminal investigations of complaints that are in violation of a criminal law that an individual could be arrested and jailed for.

Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc.

### HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

The Hours Scheduled for Calls for Service or Complaints that require investigation but are not criminal in nature.

Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, Etc.

### HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

The Hours Scheduled for required duties however are not criminal or non-criminal in nature and are supporting functions.

Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc.

### TOTAL UNOBLIGATED PATROL HOURS

The Hours of Scheduled Road Patrol left over that officers are not assigned to an activity or working on a complaint.

Examples include: General Preventive Patrol, Building Security Checks, Etc.

**Note:** This also includes any break time the officers take during their shift.

### TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC.

It is recommended by the International Association of Chiefs of Police (IACP) that no more than 65% to 70% of an officers time on duty, be obligated to complaints, investigations, activities or assigned responsibilities. The rationale behind this is to assure that officers are available for emergencies without unreasonable delay and provide for preventive and traffic patrol duties.

Total Hours  
924

Percentage of Total Hours

61 6.61%

237 25.70%

358 38.78%

267 28.91%

657 71.09%

# Plainwell Department of Public Safety

## Complaints/Activities for June 2019

### ARRESTS

<b>CUSTODIAL ARRESTS</b>	<b>14</b>	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
<b>ARREST COUNTS</b>	<b>29</b>	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

### TRAFFIC ENFORCEMENT & CITATIONS

<b>HAZARDOUS CITATIONS</b>	<b>15</b>	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
<b>NON-HAZARDOUS CITATIONS</b>	<b>18</b>	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
<b>DRUNK DRIVING CITATIONS</b>	<b>1</b>	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
<b>PARKING CITATIONS</b>	<b>0</b>	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
<b>VERBAL WARNINGS</b>	<b>25</b>	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
<b>TOTAL TRAFFIC CITATIONS/WARNINGS</b>	<b>59</b>	

### COMPLAINTS

<b>ORIGINAL DISPATCH COMPLAINTS</b>	<b>227</b>	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
<b>PATROL INITIATED COMPLAINTS</b>	<b>22</b>	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
<b>TOTAL COMPLAINTS</b>	<b>249</b>	

### OTHER ACTIVITIES

<b>MOTORISTS ASSISTS</b>	<b>3</b>	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
<b>PROPERTY INSPECTIONS</b>	<b>6</b>	<i>Checks of homes or business specifically requested by a home or business owner.</i>
<b>MOTOR VEHICLE ACCIDENTS</b>	<b>22</b>	<i>Total motor vehicle accidents both on public roads or private property.</i>
<b>COMMERCIAL BUILDING SECURITY CHECK</b>	<b>1,214</b>	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
<b>FOUND UNSECURED</b>	<b>0</b>	<i>The number of business' found unlocked or unsecured.</i>
<b>FOOT PATROL</b>	<b>2,758</b>	<b>FOOT PATROL IN MINUTES</b>

# Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	June	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	3
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	4	33
<b>PROPERTY CRIMES</b>			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	1	4
2300	Larceny	5	22
2400	Motor Vehicle Theft	0	0
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	1	15
2700	Embezzlement	0	1
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	2	8
3500	Violation of Controlled Substances Act	0	15
<b>MORALS/DECENCY CRIMES</b>			
3600	Sex Offenses (Other than Sexual Assault)	0	1
3700	Obscenity	0	0
3800	Family Offenses	1	4
4100	Liquor Violations	0	1
<b>PUBLIC ORDER CRIMES</b>			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	1
5000	Obstructing Justice	2	16
5200	Weapons Offenses	0	3
5300	Public Peace	10	48
5400	Traffic Investigations - Any Criminal Traffic Complaints	6	25
5500	Health and Safety	1	10
5600	Civil Rights	0	0
5700	Invasion of Privacy	2	12
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
<b>GENERAL NON-CRIMINAL</b>			
9100	Juvenile/Minor/School Complaints	0	0
9200	Civil Custody	0	0
9300	Traffic Non-Criminal ( Reports Only - Does not include Citations Issued)	25	120
9400	False Alarm Activation	4	16
9500	Fires (Other than Arson)	3	16
9700	Accidents, All Other	0	0
9800	Inspections, Unfounded FIRS	4	198
9900	General Assistance (All Except Other Police Agencies)	65	359
9911 & 9912	General Assistance (Other Police Agencies)	52	267
FIRS	Medical First Responder	34	223



## June Reports for Plainwell Department of Public Safety

### **PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION**

The Plainwell Department of Public Safety was dispatched to 52 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

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### **Fire Suppression/Call Out Incident Report**

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
6/01/19	1841	1846	US131	Accident	Medical, traffic control	E-11, T-63	2	5
6/08/19	1142	1151	321 S. Woodhams	Gas leak	Safe area, traffic control	E-11	1	3
6/12/19	1333	1336	426 W. Chart Street	Power lines sparking	Contact other, crowd control	E-11	3	0
6/13/19	1153	1200	976 Scenic view	Fridge on fire	Cancelled enroute	E-11, E-17	2	4
6/17/19	1853	1859	505 S. Woodhams	Medical	Medical	Personal	1	5
6/19/19	1803	1804	S us 131 / Allegan Street	Accident	Medical	E-11, S-62	3	2
6/21/19	1242	1249	800 E. Bridge Street	Alarm	Investigate	Patrol	4	1
6/28/19	0706	0712	364 Dorothy Drive	Structure	Disregarded upon arrival.	Patrol	3	2

\*\*\*\*\*

### **Calls for Service at Plainwell Schools**

Plainwell High School: 4  
684 Starr Road

Gilkey School: 0  
707 S. Woodhams Street

Plainwell Middle School: 1  
720 Brigham Street

Starr Elementary: 0  
601 school Drive

Early Childhood Development: 1  
307 E. Plainwell Street

Renaissance School: 0  
422 Acorn Street

Admin, Maintenance & Bus Garage: 0  
600 School Drive

Minutes  
Plainwell DDA, BRA and TIFA:  
July 9, 2019

1. Call to Order - Meeting called to order at 7:33 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call  
Members Present: Jim Turley, Paul Rizzo, Erik Wilson, Nick Larabel, EJ Hart, Zelda Schippers,  
Excused: Mayor Richard Brooks, Tracee Dunlop, Adam Hopkins
4. Approval of Minutes of Motion by Higgs, seconded by Turley to approve 05/14/19 minutes. Motion carried.
5. General Public: David O'Bryant, owner of 126 E. Bridge St. Highland Ridge Jewelry
6. Chairman's Report: None
7. BRA Action Items
  - A. **Motion to accept accounts payable for June of \$550.95 was made by Rizzo and seconded by Schippers. Motion carried.**
8. DDA Action Items
  - A. **Motion to accept accounts payable for June of \$385.34 was made by Larabel and seconded by Larabel. Motion carried.**
  - B. Review of the revolving loan report
  - C. **Motion to accept a letter of resignation from Tracee Dunlop was made by Schippers and seconded by Hart.** City Council will confirm the Mayor's appointment of Mr. O'Bryant at the July 24 Council Meeting.
9. TIFA Action Items
  - A. **Motion to accept accounts payable for June of \$547.68 was made by Larabel and seconded by Turley. Motion carried.**
10. Communications:  
06/10/19 Council Minutes and 06/30/19 Financial Report were accepted and placed on file.
11. Public Comments: None
12. Staff Comments: Community Development Manager reported out:  
*Business Updates*: Only 2 empty buildings downtown remain on the market. The Energy Mill is listed at \$270,000, located at 712 E. Bridge St. and 112 N. Main St.
13. Member Comments: Hart reported on the dumpsters and shared his report for consolidation of the dumpsters. He is spearheading this project to get the dumpsters moved and businesses to work together.

**Adjournment: A Motion by Larabel supported by Hart to adjourn the meeting at 8:28 a.m. was made and passed.**

Submitted by Denise Siegel, Community Development Manager

**CITY OF PLAINWELL  
MINUTES  
Planning Commission  
July 17, 2019**

1. Call to Order at 7:00 p. m. by Lubic
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Jay Lawson, Rachel Colingsworth, Jim Higgs, Diana Lubic, Stephen Bennett,  
Excused: Lori Steele, Gary Sausaman
4. Approval of Minutes – 06/19/19  
**Lawson motioned to approve minutes, as received seconded by Colingsworth. Minutes approved on an all in favor voice vote.**
5. Chairperson’s Report: - None
6. New Business:
  - A. **Site Plan Review for the Ransom District Library** – Mike Galovan, Tower Pinkster and Titus and Ryan Russell, Preine & Newhof were in attendance for this review. Timeline for construction would be approximately 1 year beginning October 2019. Discussion: Higgs question the soil, Galovan replied they will be using urban cast that are designed to overcome the sites deficiencies re: the soil. Testing and moving of dirt will begin in the next couple of months. Phase 1 will be the construction of the new building and phase 2 will be the demolition of the old building.  
**Higgs motioned to move the plans forward to City Council for final approval, it was seconded by Lawson. Motion carried.**
7. Old Business
  - A. **Marihuana ordinance Public Meeting for a community discussion and presentation was set by consensuses for Wednesday, September 4, 2019 at 7 p.m.**
8. Reports and Communications:
  - A. 6/10/19 & 6/24/19 Council Minutes reviewed by Commission
9. Public Comments – None
10. Staff Comments:  
*Denise Siegel, Community Development Manager*  
Envy, 118 E. Bridge St. has been sold; 127 S. Main St. has been sold;
11. Commissioner Comments: Bennett mentioned he drove out to the airport on July 4<sup>th</sup> and realized how empty the street were with not having fireworks. Higgs asked about the Mayor’s Health and mentioned he was thinking of him.

12. Adjournment:  
Lubic adjourned the meeting at 7:53 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

DRAFT

07/18/2019 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
 EXP CHECK RUN DATES 07/22/2019 - 07/22/2019  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000010	RIDDERMAN & SONS OIL CO INC		
	118226	DPW ETHANOL, ULS	1,502.20
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,502.20
000014	MICHIGAN GAS UTILIITIES CORP.		
	JUN-19	GAS UTILITY THROUGH 7/10/19	929.29
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP.			929.29
000035	APPLIED IMAGING		
	1374567	DPW/WR COPIES 06/16/19 - 07/15/19	43.16
	1374568	CH COPIES 06/13/19 - 07/12/19	231.24
TOTAL FOR: APPLIED IMAGING			274.40
000042	RS TECHNICAL SERVICES		
	21310	SUPPLIES & CHEMICALS FOR CL2 SO2 FEED	4,476.69
TOTAL FOR: RS TECHNICAL SERVICES			4,476.69
000077	MCMASTER-CARR SUPPLY		
	99930923	GUARD POST FOR HILL ST	193.03
TOTAL FOR: MCMASTER-CARR SUPPLY			193.03
000079	ALLEGAN COUNTY NEWS		
	1673	1/5 PAGE - 150 YRS PLAINWELL SPECIAL	175.00
TOTAL FOR: ALLEGAN COUNTY NEWS			175.00
000134	HAROLD ZIEGLER FORD		
	291081	PATROL VEHICLE SERVICE & BRAKE REPAIR	1,455.96
TOTAL FOR: HAROLD ZIEGLER FORD			1,455.96
000203	HONEYTREE ARBORIST SERVICES		
	753	GYPSY MOTH TREATMENT	30.00
TOTAL FOR: HONEYTREE ARBORIST SERVICES			30.00
000295	DAN NEESON		
	18/19BOOT	18/19 SHOE ALLOWANCE	159.59
TOTAL FOR: DAN NEESON			159.59
000910	GRAINGER DIV OF W W		
	9229146106	REFUND - LINE INTERACTIVE	(8.68)
TOTAL FOR: GRAINGER DIV OF W W			(8.68)
000947	WYOMING ASPHALT & PAVING INC.		
	2019-263	PARKING LOT/POTHOLES CITY WIDE	1,081.52
	2019-289	E HILL STORM DRAIN REPAIR	286.09
TOTAL FOR: WYOMING ASPHALT & PAVING INC.			1,367.61
000984	EVOQUA WATER TECHNOLOGIES LLC (SIEM		
	904065040	JUNE 2019 ODOR CONTROL RECURRING RENTAL	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES LLC (SIEM			300.00
001041	TELE-RAD INC		
	893008	FIRE VEHICLE SERVICE - INVERTER DC PLUG	130.00
TOTAL FOR: TELE-RAD INC			130.00
001413	NORTH CENTRAL NCL OF WISCONSIN INC		
	425546	WR LAB SUPPLIES	261.00



TOTAL FOR: NORTH CENTRAL NCL OF WISCONSIN INC		261.00
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP 2381 JUNE 2019 DRY CLEANING DPS	44.75
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP		44.75
001610	DALE W. HUBBARD, INC (CLEAN EARTH) 19150 CLEANING OF LIFT STATIONS & PLANT TANKS 20161 STORM COLLAPSE	1,223.16 646.38
TOTAL FOR: DALE W. HUBBARD, INC (CLEAN EARTH)		1,869.54
001854	MODEL FIRST AID,SAFETY & TRAINING 00000123261 MEDICAL SUPPLIES	63.50
TOTAL FOR: MODEL FIRST AID,SAFETY & TRAINING		63.50
002030	DRUG SCREEN PLUS INC 19QTR 3.1339 DRUG SCREENING	56.00
TOTAL FOR: DRUG SCREEN PLUS INC		56.00
002065	OUTDOOR SOLUTIONS GROUP 5267A CODE ENFORCEMENT MOWING - 203 ROBERT ST, 214 E C	120.00
TOTAL FOR: OUTDOOR SOLUTIONS GROUP		120.00
002116	CHARTER COMMUNICATIONS (SPECTRUM) 0036867070719 AIRPORT INTERNET 07/07/19 - 08/06/19	74.00
TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)		74.00
002246	ELHORN ENGINEERING CO. 279059 WELL CHEMICALS	185.00
TOTAL FOR: ELHORN ENGINEERING CO.		185.00
002281	HOME DEPOT 2019-JUNE JUNE 2019 STATEMENT	486.84
TOTAL FOR: HOME DEPOT		486.84
002301	JOYFUL CLEANING - LINDA TUBBS 1090 JUNE 2019 CLEANING SERVICES	964.00
TOTAL FOR: JOYFUL CLEANING - LINDA TUBBS		964.00
002331	FIVE ALARM FIRE & SAFETY EQUIP INC 187287-1 MSA FIT ADAPTER	266.03
TOTAL FOR: FIVE ALARM FIRE & SAFETY EQUIP INC		266.03
002371	RENEWED EARTH INC 27450 YARD WASTE CONTRACT JULY 2019	1,250.00
TOTAL FOR: RENEWED EARTH INC		1,250.00
002391	CYBERMIND INC NET-973 JULY 2019 WEBSITE FEES	49.95
TOTAL FOR: CYBERMIND INC		49.95
002496	WAANDERS CONCRETE CO 51225 SUNLOT CONCRETE	247.50
TOTAL FOR: WAANDERS CONCRETE CO		247.50
002562	CITY OF ALLEGAN ALLEGAN07 WATER TESTING 04/01/19 - 06/30/19	432.00
TOTAL FOR: CITY OF ALLEGAN		432.00
002703	CONTINENTAL LINEN SERVICES INC 2019.06CH JUNE 2019 CITY HALL RUGS 428866 2019.06DPS JUNE 2019 DPS RUGS 2019.06DPW JUNE 2019 DPW RUGS/UNIFORMS 428868 2019.06WR JUNE 2019 WR RUGS/UNIFORMS 428867	45.20 41.84 133.46 63.88

TOTAL FOR: CONTINENTAL LINEN SERVICES INC			284.38
002708	MORGAN BIRGE' & ASSOCIATES		
	50547	JULY PHONE MAINT	130.00
TOTAL FOR: MORGAN BIRGE' & ASSOCIATES			130.00
003067	HELPNET (BBC-HELPNET)		
	25649	EAP JULY - SEPT 2019	299.88
TOTAL FOR: HELPNET (BBC-HELPNET)			299.88
004202	MILLENNIUM SECURITY SYSTEMS LLC		
	154862	REPAIR SPEAKERS IN COUNCIL ROOM	439.60
TOTAL FOR: MILLENNIUM SECURITY SYSTEMS LLC			439.60
004803	ARROW ENERGY INC		
	94242	AIRPORT FUEL 07/08/19 1876 GALLONS	7,290.20
TOTAL FOR: ARROW ENERGY INC			7,290.20
004830	RICHMOND, MICHAEL J		
	2019-07	ASSESSING SERVICES 08/01/19 - 08/31/19	1,500.00
TOTAL FOR: RICHMOND, MICHAEL J			1,500.00
004837	MUNICIPAL WEB SERVICES		
	53495	JUNE 2019 WEBSITE CMS HOSTING	200.00
TOTAL FOR: MUNICIPAL WEB SERVICES			200.00
004855	PLAINWELL ACE HARDWARE		
	3186	E HILL STORM SINKHOLE REPAIR	51.15
	3191	STAPLES FOR WATER VAN	7.18
	3193	LOPPER	34.99
	3205	BUG SPRAY, MURIATIC ACID	14.98
	3213	FLOWER SUPPLES	14.18
	3214	TAPE FOR OLD CITY HALL PARKING LOT	9.99
	3215	SUNLOT SUPPLIES - FENCE PAINT	19.57
	3216	SUNLOT - SUPPLIES PAINT FENCE	14.97
	3217	SUN LOT TREE BED	28.33
	3228	SUN LOT TRASH CORRAL PAINT	263.90
TOTAL FOR: PLAINWELL ACE HARDWARE			459.24
004884	CNA SURETY		
	64718836N	NOTARY BOND FOR AMANDA KERSTEN	55.00
TOTAL FOR: CNA SURETY			55.00
005001	BRENTWOOD INDUSTRIES INC		
	WG1000007976	DRIVE JAW & SPROCKET ASSEMBLIES	6,179.75
TOTAL FOR: BRENTWOOD INDUSTRIES INC			6,179.75
005007	TERMEER, ALIVIA		
	2019-07BOOT	19/20 SHOE ALLOWANCE	60.37
TOTAL FOR: TERMEER, ALIVIA			60.37
005008	LEONARD, RODD		
	2019-07BOOT	19/20 SHOE ALLOWANCE	164.29
TOTAL FOR: LEONARD, RODD			164.29
REFUND UB	BURT, LISA		
	07/09/2019	UB refund for account: 05-00073402-02	5.51
	07/12/2019	UB refund for account: 06-00087725-02	14.45
TOTAL FOR: MCKIBBIN, DALE			19.96

TOTAL - ALL VENDORS

34,437.87

## INVOICE AUTHORIZATION

### Person Compiling Report

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

Insert Signature:

**Amanda  
Kersten**

Digitally signed by Amanda Kersten  
DN: cn=Amanda Kersten, o=City of  
Plainwell, ou=City Hall,  
email=akersten@plainwell.org, c=US  
Date: 2019.07.18 13:57:29 -04'00'

### Brian Kelley, City Clerk/Treasurer

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian Kelley**

Digitally signed by Brian  
Kelley  
Date: 2019.07.19  
12:55:39 -04'00'

### Bryan Pond, Water Renewal Plant Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

### Bill Bomar, Public Safety Director

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Bill Bomar**

Digitally signed by Bill  
Bomar  
Date: 2019.07.18  
15:21:54 -04'00'

### Bob Nieuwenhuis, Public Works Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Robert  
Nieuwenhuis**

Digitally signed by Robert  
Nieuwenhuis  
Date: 2019.07.18  
14:40:33 -04'00'

### Erik J. Wilson, City Manager

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Erik  
Wilson, email=ewilson@plainwell.org  
Date: 2019.07.19 11:28:57 -04'00'

07/18/2019

CHECK REGISTER FOR CITY OF PLAINWELL  
CHECK DATE FROM 07/10/2019 - 08/01/2019

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank CBGEN Chemical Bank - General AP Account					
<b>Check Type: ACH Transactions - Tax Distributions and Fuel Purchases</b>					
07/12/2019	CBGEN	1566(A)	ALLEGAN COUNTY TREASURER	2019 SUMMER TAX COLLECTED W/E 07/06/2019	19,465.19
07/12/2019	CBGEN	1567(A)	RANSOM DISTRICT LIBRARY	2019 SUMMER TAX COLLECTED W/E 07/06/2019	926.52
07/15/2019	CBGEN	1570(A)	MML WORKERS COMP FUND	2019/2020 WORKERS COMP INSURANCE	38,376.00
07/19/2019	CBGEN	1571(A)	ALLEGAN COUNTY TREASURER	2019 SUMMER TAX COLLECTED W/E 07/13/2019	27,169.15
07/19/2019	CBGEN	1572(A)	RANSOM DISTRICT LIBRARY	2019 SUMMER TAX COLLECTED W/E 07/13/2019	3,884.16
07/24/2019	CBGEN	1574(A)	FUEL MANAGEMENT SYSTEM/PACIFIC PRDPS AND FIRE FUEL 07/01/19 - 07/15/19		607.00
Total ACH Transaction:					90,428.02
<b>Check Type: EFT Transfer - Automatic Payments</b>					
08/01/2019	CBGEN	1565(E)	USDA RURAL DEVELOPMENT	DEBT SERVICE 2019 - USDA LOAN - PUBLIC S	21,501.74
07/10/2019	CBGEN	1568(E)	SILVERSCRIPT INSURANCE COMPANY	JULY 2019 RETIREE PRESCRIPTION COVERAGE	30.80
07/10/2019	CBGEN	1569(E)	SILVERSCRIPT INSURANCE COMPANY	JULY 2019 RETIREE PRESCRIPTION COVERAGE	30.80
07/16/2019	CBGEN	1575(E)	CHEMICAL BANK	JUNE 2019 BANK SERVICE CHARGES	336.65
Total EFT Transfer:					21,899.99
<b>Check Type: Paper Check - Manual Checks</b>					
07/17/2019	CBGEN	14053	CONSUMERS ENERGY	ELECTRICITY THROUGH JUNE 27, 2019	9,083.08
07/17/2019	CBGEN	14054	CHARTER COMMUNICATIONS (SPECTRUM)	WR/DPW INTERNET 7/01/19 - 7/31/19	566.94
Total Paper Check:					9,650.02
CBGEN TOTALS:					
Total of 12 Checks:					121,978.03
Less 0 Void Checks:					0.00
Total of 12 Disbursements:					121,978.03

# Off Cycle Payment Authorization

**Brian Kelley, City Clerk/Treasurer**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian Kelley** Digitally signed by Brian Kelley  
Date: 2019.07.18 14:47:51 -04'00'

**Erik J. Wilson, City Manager**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik Wilson** Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org  
Date: 2019.07.19 11:28:24 -04'00'

## **M-40/M-89 CORRIDOR COMMITTEE**

**July 30, 2019**

**10:00 a.m.**

**Allegan County Road Commission  
1308 Lincoln Road, Allegan, Michigan 49010.**

### **AGENDA**

1. Welcome and Introductions
2. Review of Minutes (Enclosed)
3. Guest Speaker – Amanda Murray & Greg King, Lakeshore Advantage
4. MDOT Update
5. Allegan County Road Commission Update
6. West Michigan Regional Planning Commission Update
7. Macatawa Area Coordinating Council
8. Local Businesses – Issues & Concerns
9. Update Long and Short Term Goals
10. Round Table/Corridor Issues
11. Future Meeting Dates
  - October 29
12. Future Agenda Items
13. Other Business
14. Adjournment

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**  
**NOTICE OF HEARING**  
**FOR THE ELECTRIC AND GAS CUSTOMERS OF**  
**CONSUMERS ENERGY COMPANY**  
**CASE NO. U-20365**

Received

**JUL 18 2019**

City of Plainwell  
Clerk/Treasurer's Office

- Consumers Energy Company requests Michigan Public Service Commission's approval for authority to reconcile its 2018 energy waste reduction plan costs associated with the plan approved in Case No. U-18261.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

**DATE/TIME:** **Wednesday, July 31, 2019, at 9:00 AM**

**BEFORE:** **Administrative Law Judge Sally Wallace**

**LOCATION:** Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan 48917

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) May 31, 2019 application requesting approval to: 1) reconcile its 2018 Energy Waste Reduction (EWR) plan costs; 2) approve the collection of a financial performance incentive payment for both the natural gas and electric EWR plan; 3) approve Consumers Energy's proposed EWR surcharge mechanism; 4) approve the conversion of 85,949 EWR Credits into Renewable Energy Credits in 2018 for use in meeting Consumers Energy's renewable energy requirements under Act 295 and discontinue the low-income adjustment component of the EWR surcharges with the January 2020 billing month; and 5) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 24, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY  
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY  
CONSUMERS ENERGY.]



# City of Plainwell



“The Island City”

Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, Council Member

211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821  
Fax: 269-685-7282  
Web Address: [www.plainwell.org](http://www.plainwell.org)

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To: Erik Wilson, Brian Kelley  
From: Robert Nieuwenhuis  
Subject: Yearly Water Report  
Date: July/17/2019

The 2018/2019 fiscal year for our water system has been right on track. I have attached a chart along with our CCR report that shows our sampling program and results for the past year.

We instituted a new hydrant flushing program this past spring. We were able to flow more water than the past program with no issues in the distribution system. This extra water flow allows for more sediment to be flushed out, so we can provide better quality water.

Aaron Bird has successfully passed his S-4 and D-4 water certifications. Aaron now joins three other current employees with water certifications.

The State completed our Sanitary Survey this past year. We successfully passed with a few recommendations.

We have been working on our Reliability Study for the State with MRWA.

In close this has been a great year for our water department and system in the City of Plainwell.

DPW Superintendent  
Robert Nieuwenhuis

A handwritten signature in black ink, appearing to read "Rob Nieuwenhuis", written over a white background.

[www.plainwell.org](http://www.plainwell.org).

*The City of Plainwell is an equal opportunity provider, and employer*



## **Reports & Communications:**

### **A. Site Plan Review – Ransom District Library:**

At its July 17, 2019 Meeting, the Planning Commission received and reviewed an application and site plan for the new Ransom District Library, 180 Sherwood Avenue. Tentative plans call for construction to begin in October 2019. The Planning Commission recommends approval.

**Recommended action:** Consider approving the site plan as presented.

### **B. Confirm Mayoral Appointment to DDA/TIFA/BRA Board:**

At its July 9, 2019 Meeting, the DDA/TIFA/BRA Board accepted a resignation from Tracee Dunlop, who is no longer able to serve. Business Owner David O'Bryant has applied to be on the Board and Council needs to confirm the appointment of Mr. O'Bryant to complete the term, which will end in June of 2022.

**Recommended action:** Consider confirming the Mayor Pro-Tem's appointment of David O'Bryant to complete Tracee Dunlop's term on the DDA/TIFA/BRA Board.

### **C. Resolution 19-18 - Section 125 Plan Document Amendment:**

Personnel Manager Lamorandier has reviewed the plan document and recommends changes to reflect recent law change, eligibility requirements and policy changes. The Resolution formally adopts changes to the Plan Document and the Summary Plan Description

**Recommended action:** Consider adopting Resolution 19-18 as presented.

### **D. DPW – Overhaul Well #4:**

Superintendent Nieuwenhuis recommends accelerating a 2020 project to overhaul Well 4, upon a recommendation from the city's water engineer, Peerless Midwest. The project will include pump upgrades and restoration of concrete pads, with a cost not to exceed \$25,000.00.

**Recommended action:** Consider approving the project with Peerless Midwest to overhaul Well #4 at a cost not to exceed \$25,000.00, and to amend the budget accordingly.

### **E. City Hall Firewall Replacement:**

The firewall at City Hall needs replacement to help improve current performance and allow for future computer upgrades. Information Technology Manager Tony Clark solicited a quote from the preferred provider, CDW-G, and recommends the upgrade.

**Recommended action:** Consider approving upgrades to the City Hall Firewall with CDW-G through Clark Technical Services at a cost of \$10,051.25 , and to amend the budget accordingly.

## **Reminder of Upcoming Meetings**

- July 25, 2019 – Allegan County Board of Commissioners – 1:00pm
- August 13, 2019 – Plainwell DDA/BRA/TIFA Board – 7.30am
- August 3, 2019 – Plainwell Planning Commission – 7:00pm
- August 12, 2019 – Plainwell City Council – 7:00pm

## **Non-Agenda Items / Materials Transmitted**

- M40/M89 Corridor Committee Meeting – Road Commission Offices – July 30, 2019 10am
- Notice of Public Hearing – Consumers Energy – July 31, 2019 9am
- 2019 Water Quality Report

The Island City

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